



Amendment No. 1  
to  
Contract No. 5600 NA170000001  
for  
Consultant Services for Video Switch Replacement  
between  
Shen Milsom & Wilke, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be Oct 06, 2018, through October 05, 2019. Three (12-month) options will remain.
- 2.0 The total contract amount is increased by \$0.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/06/2016 – 10/05/2018	\$160,000.00	\$160,000.00
Amendment No. 1: Option 1 – Extension 10/05/2018 – 10/05/2019	\$0.00	\$160,000.00

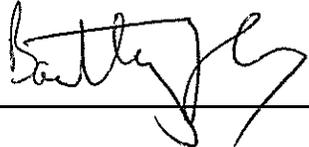
- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

  
Sign/Date: 8/8/2018

Printed Name: Steve Emspak  
Authorized Representative

Shen Milsom & Wilke, LLC.  
712 Main Street, Suite 730  
Houston, TX 77002

  
Sign/Date: 8/8/2018

Printed Name: Bartley Tyler  
Authorized Representative

  
Sign/Date: 8/8/18

Printed Name: James T. Howard

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

10/06/2016

The Austin City Council approved the execution of a contract with your company for Consultant Services for Video Switch Replacement in accordance with the referenced solicitation.

Responsible Department:	CTM
Department Contact Person:	Brenda Barnard
Department Contact Email Address:	Brenda.Barnard@austintexas.gov
Department Contact Telephone:	(512) 974-6517
Project Name:	Consultant Services for Video Switch Replacement
Contractor Name:	Shen Milsom & Wilke, LLC
Contract Number:	NA170000001
Contract Period:	10/06/2016 – 10/05/2018
Dollar Amount	\$160,000
Extension Options:	Four 12-month options at zero amount
Requisition Number:	16050500433
Solicitation Type & Number:	RFP PAX0134
Agenda Item Number:	40
Council Approval Date:	10/06/2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sai Xoomsai Purcell  
Senior Buyer Specialist  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Shen Milsom & Wilke, LLC. (“Contractor”)  
for  
Consultant Services for a Video Management Plan  
NA170000001**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between **Shen Milsom & Wilke, LLC.** having offices at Houston, TX 77042 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number PAX0134.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Proposal (RFP), PAX0134 including all documents incorporated by reference
- 1.1.3 **Shen Milsom & Wilke, LLC.’S** Offer, dated 06/23/2016, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$160,000. Contract. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.

**1.5 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**CITY OF AUSTIN**

Sai Xoomsai Purcell  
\_\_\_\_\_  
Printed Name of Authorized Person

  
\_\_\_\_\_  
Signature

Senior Buyer Specialist  
\_\_\_\_\_  
Title:

10/06/2016  
\_\_\_\_\_  
Date:



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** PAX0134

**DATE ISSUED:** 05/30/2016

**REQUISITION NO.:** 16050500433

**COMMODITY CODE:** 91800

**COMMODITY/SERVICE DESCRIPTION:** Consultant Services for Video Switch Replacement

**PRE-PROPOSAL CONFERENCE TIME AND DATE:**

06/08/2016, 9:00 am, local time

(Please arrive 30 minutes early in order to clear screening. Site-visit will immediately follow the pre-proposal meeting)

**LOCATION:** 5010 Old Manor Road, Austin, TX 78723

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:**

Sai Xoomsai Purcell

Senior Buyer Specialis

Phone: (512) 974-3058

E-Mail: sai.xoomsai@austintexas.gov

**PROPOSAL DUE PRIOR TO:** 06/28/2016, 2:00 pm, local time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
 RM 308, AUSTIN, TEXAS 78701

**LIVE SOLICITATION CLOSING ONLINE:** For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

<b>Address for US Mail (Only)</b>	<b>Address for Fedex, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # PAX0134	Purchasing Office-Response Enclosed for Solicitation # PAX0134
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL COPY AND 5 ELECTRONIC COPIES OF YOUR RESPONSE**

**The electronic version must be on flash drive or CD in PDF format**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	12
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	6
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

#### **INTERESTED PARTIES DISCLOSURE**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: Shen Milsom & Wilke LLC

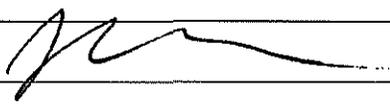
Company Address: 417 Fifth Avenue

City, State, Zip: New York, NY 10016

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: J. Steven Emspak

Title: Partner

Signature of Officer or Authorized Representative: 

Date: 6/23/16

Email Address: sempak@smwllc.com

Phone Number: 212-725-6800

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Shen Milsom & Wilke LLC	
Physical Address	417 Fifth Avenue, New York, NY 10016	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**

Responding Company Name Shen Milsom & Wilke LLC

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Austin  
Name and Title of Contact Whitney Sklar  
Project Name \_\_\_\_\_  
Present Address 625 East 10th Suite 200  
City, State, Zip Code Austin, TX 78701  
Telephone Number ( 512 ) 972-1474 Fax Number ( \_\_\_\_\_ )  
Email Address Whitney.sklar@austintexas.gov

2. Company's Name NYISO  
Name and Title of Contact Scott Brennan  
Project Name New York ISO Primary Control Center  
Present Address 10 Krey Blvd  
City, State, Zip Code Rensselaer, NY 12144  
Telephone Number ( 518 ) 356-8782 Fax Number ( \_\_\_\_\_ )  
Email Address Sbrennan@nyiso.com

3. Company's Name Noble Energy Inc  
Name and Title of Contact Thomas Elledge IT Project Manager  
Project Name NEC 2  
Present Address 1001 Noble Energy Way  
City, State, Zip Code Houston TX 77070  
Telephone Number 281.872.3397 Fax Number (281.872.3302  
Email Address telledge@nobleenergyinc.com

**Section 0815: Living Wages Contractor Certification**

Company Name Shen Milsom & Wilke LLC

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
J. Steven Emspak	Partner
Ronald Willis	Senior Consultant
Jeff Vinklerek	Senior Associate
Tyson Leonard	Associate Principal

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

**Section 0835: Non-Resident Bidder Provisions**

Company Name Shen Milsom & Wilke LLC

A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: non-resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: New York

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER:	PAX0134
PROJECT NAME:	Consultant Services for Video Switch Replacement

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

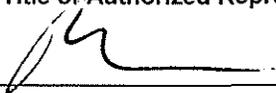
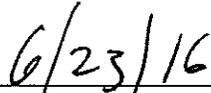
If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No   X   If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes        If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
Shen Milsom & Wilke LLC	
Company Name	
J. Steven Emspak, Partner	
Name and Title of Authorized Representative (Print or Type)	
	
Signature	Date

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
 (Please duplicate as needed)

SOLICITATION NUMBER:	PAX0134
PROJECT NAME:	Consultant Services for Video Switch Replacement

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Shen Milsom & Wilke LLC		
Address	712 Main Street, Suite 730		
City, State Zip	Houston, TX 77002		
Phone Number	713-278-8228	Fax Number	713-278-8235
Name of Contact Person	Tyson Leonard		
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Steven Emspak, Partner

Name and Title of Authorized Representative (Print or Type)

Signature

Date

6/25/16

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor	Date	Director/Deputy Director	Date

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
    - a. requested by a director or an authorized City employee; or
    - b. the contract is completed or terminated.
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS**:
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
  - B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.
31. **INDEMNITY**:
- A. Definitions:
    - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
      - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
      - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
    - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
  - B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**
32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).
- A. **General Requirements**.
    - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

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- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

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33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been

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substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**48. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**49. JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**50. INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**51. HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

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[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
  - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
  - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by end of business day on 06/10/2016 to [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov).

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.
    - (1) If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 4 additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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**5. INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management
Attn:	Account Payable
E-Mail Address	<a href="mailto:CTMAPIInvoice@austintexas.gov">CTMAPIInvoice@austintexas.gov</a>

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**6. HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

**7. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**8. LIVING WAGES:**

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- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact

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Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**10. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
  - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
  - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present

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company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

**11. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 24 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Wages and salaries for Private industry workers in All industries and occupations	
Series ID: CIU202000000000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted

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Geographical Area: na
Description of Series ID: Employment Cost Index
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All

E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

12. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

13. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Brenda Barnard

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Brenda.Barnard@austintexas.gov

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(512) 974-6517

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**Scope of Work**  
**CTECC Video Switching Equipment Upgrade**  
**Solicitation Number: PAX0134**

**1. About the City of Austin**

The City of Austin, Texas, with a metropolitan area population of over 2 million, is the 11th largest city in the country. This vibrant and dynamic city tops numerous “Best” lists for business, entertainment, cost of living and quality of life. Austin was selected as the “Best City for the Next Decade” (Kiplinger), the “Top Creative Center” in the US (Entrepreneur.com), and is in the Top Seven List of Intelligent Communities for 2012 as ranked by the Intelligent Community Forum. Austin continues to lead the country with its vision of being the “Most Livable City in the Country”, emerging as a player on the international scene with such events as SXSW, Formula 1 and being home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems. From the home of state government and the City of Texas, to the “Live Music Capital of the World” and its growth as a film center, Austin has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, Austin's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond.

**2. Project Background**

The Combined Transportation, Emergency & Communications Center (CTECC) is the central facility that houses communications operations for the various public safety agencies in the area. The Austin/Travis County Emergency Operations Center (A/TCEOC) is housed in this building and coordinates decision-making and support for major emergencies for both the City of Austin (COA) and Travis County. The operations floor includes representatives from Capital Metro Transportation, the Texas Department of Transportation (TxDOT), the Travis County Sheriff's Office (TCSO), the Austin Police Department (APD), the Austin and Travis County Emergency Management Services (A/TCEMS), and the Austin Fire Department (AFD).

The display wall on the operating floor of CTECC is used to display video originating from traffic cameras located on roadways in the Austin area. There are a total of 60 displays arranged into 11 display groups. These displays are used 24 x 7 to support the TxDOT Intelligent Transportation System (ITS) corridor traffic management system. The video wall was installed when the building was commissioned in 2003. The light engines for the video wall were replaced in August 2015. The video wall is capable of receiving both analog and digital video sources.

The video switching equipment was also installed in 2003 and consists of four Electrosonic Vector V4108 wall processors and an Electronic ES5951 Multi-image display processor.

The intent of the video switching equipment upgrade project is to provide CTECC with a new, fully integrated network-based system that is scalable, able to accept video in various formats, including analog and IP based. In order to achieve this objective, it is imperative that there is an understanding of all existing video feeds, as well as planned video feeds for the future and the needs of users.

The COA is seeking responses from experienced video consultants or consulting firms to work with COA on two project phases related to the CTECC video wall. The first phase would include development of a Video Switch Replacement Design, including requirements and specifications. This phase would also include development of a statement of work (SOW) that will be used to advertise for an implementation vendor to upgrade the current system through a Request for Proposal (RFP). This work will be used to upgrade or replace the Electrosonic matrix switches connected to the video wall. This also includes assistance with evaluating RFP responses from implementation vendors for the Video Switch Replacement and quality assurance during the implementation process. In addition, this phase includes the development of a roadmap, with a technology review and costs for a Video Management System. The second part of the engagement would be at a future date, and includes the development of a Video Management System Design Plan with requirements and specifications for hardware and software for the overall management of public safety tactical video for various stakeholders. The Video Management System Design Plan must take into account how to aggregate video from multiple sources in various formats and distribute them to various users in different locations, and how to accomplish this in a phased manner. The Video Management System Design Plan includes the development of a separate SOW to issue a RFP for an implementation vendor to develop and install a video management system at a later date. Phase two of the engagement also includes assistance with evaluating RFP responses from implementation vendors for the Video Management System and quality assurance during the implementation process.

***The chosen consultant or consulting firm must understand that participation in any response to solicitations arising from this consultative work is prohibited. The consultant or consulting firm must not be affiliated with any potential responding video implementation vendors or any manufacturers.***

### **3. General Description of Project:**

The City of Austin (COA) proposes to engage a Contractor to analyze the current and future needs of current stakeholders, and potentially other entities with sources of video feeds to the CTECC operating floor.

COA anticipates that the project will be divided into two phases with the timeline and budget to be determined for each phase. The timeframe for Phase 1 will be completed within 6-10 months from the selected Contractor start date for the development of the SOW for the

solution. RFPs generally take 6 months to issue, evaluate and approval to proceed through the City Council. The timeline for Phase 2, will be determined at a later time.

#### **4. Detailed Information on Tasks**

This effort will have two distinct phases:

Phase 1 is assessment, requirements and the development of the Video Switch Replacement Design. This phase includes the creation of a SOW suitable for a RFP solicitation of a Video Switch Replacement solution, the RFP response review of the implementation vendor and quality assurance on the selected implementation contractor. In addition, this phase includes the development of a roadmap, with a technology review and costs for a Video Management System Roadmap.

Phase 2 is the assessment, requirements and the development of a Video Management System Design Plan, taking into account the future needs of the City of Austin and its partners. This phase includes the creation of a SOW suitable for a RFP solicitation of a Video Management System solution, the RFP response review of the implementation vendor, and quality assurance on the selected implementation contractor for the Video Management System. This phase will require written authorization to proceed from the COA Project Manager.

##### **4.1 Phase 1 Tasks: Assessment and Requirements, Development of the Video Switch Replacement Design, and the Creation of Video Switch Replacement SOW, Review of RFP Responses and Quality Assurance for Video Switch Replacement. Video Management System roadmap with technology review and costs.**

- 4.1.1 The selected Contractor shall complete an assessment of the video wall equipment/systems currently used at CTECC. As part of the assessment, the selected Contractor will meet with the providers of current and future video feeds to gain an in-depth understanding of their technology and technology roadmap. The selected Contractor shall coordinate work with the COA Information Technology (IT) project manager, Communication and Technology Management (CTM) representative(s), CTECC IT staff, TxDOT and any other identified stakeholders.
- 4.1.2 The selected Contractor shall gather and finalize functional and technical requirements with identified stakeholders.
- 4.1.3 The selected Contractor shall provide project stakeholders information and up to three presentations on current and innovative technological strategies for the COA.
- 4.1.4 The selected Contractor shall assist the COA team with development of the video implementation vendor solicitation SOW.

- 4.1.5 The selected Contractor shall include budgetary cost estimates for this phase of the project.
- 4.1.6 The selected Contractor shall include the following in the completed plans:
  - 4.1.6.1 Include technical and functional requirements from various stakeholders
  - 4.1.6.2 Include evaluation criteria for the RFP that will be released to implementation vendors
  - 4.1.6.3 Identify the types of software and hardware needed for current and future phases of the project
  - 4.1.6.4 Leverage existing equipment and technology where it meets functional and technical requirements
  - 4.1.6.5 Provide for system scalability that allows for increases of inputs and outputs and ease of sharing video
  - 4.1.6.6 Include the capacity and capability to work with other systems in the building and network, and outside of the network
  - 4.1.6.7 Include new technology that reduces lifecycle costs
  - 4.1.6.8 Minimize system support costs
- 4.1.7 The selected Contractor shall include current and updated as-built documentation, as needed.
- 4.1.8 The selected Contractor shall describe the work that needs to be performed by an implementation contractor to upgrade or replace the current video switching equipment.
- 4.1.9 The selected Contractor shall advise the COA evaluation team during the response evaluations.
- 4.1.10 The selected Contractor, although not part of the evaluation team, shall provide COA with recommendations on how best to review the proposals in order for the evaluation team to select the most qualified implementation vendor.
- 4.1.11 Upon the award of the implementation vendor by the COA, the Contractor shall monitor the implementation vendor to ensure they perform in accordance with their contract and the system plan and design.
- 4.1.12 During the system implementation, the selected Contractor shall visit the job site regularly to check on the implementation vendor progress, quality of workmanship and assist COA with any required issue/incident resolution.
- 4.1.13 The selected Contractor shall complete an assessment of video management system needs and will meet with the providers of current and future video feeds to gain an in-depth understanding of their technology and technology roadmap. The selected Contractor shall coordinate work with an expanded group of stakeholders, including the COA Information Technology (IT) project manager, Communication and Technology Management (CTM) representative(s), CTECC IT staff, TxDOT, the Austin Transportation Department (ATD), Central Texas

Regional Mobility Authority (CTRMA), Capital Metro, and any other identified stakeholders.

4.1.14 The selected Contractor shall provide project stakeholders information and up to three presentations on innovative technological strategies for the COA.

4.1.15 The selected Contractor shall provide a written report including a roadmap, with phases and costs, that covers the future upgrades for a Video Management System Roadmap. The documents provided from this phase will be utilized to develop a feasibility plan and obtain funding for the future phases.

**4.2 Phase 2 Tasks: Assessment and Requirements for Video Management System, Development of the Video Management System Design Plan, and Creation of Video Management System SOW**

4.2.1 Based upon the written report that includes the roadmap for a Video Management System, the selected Contractor shall gather and finalize functional and technical requirements with identified stakeholders.

4.2.2 The selected Contractor shall develop a Video Management System Design Plan.

4.2.3 The selected Contractor shall include budgetary cost estimates for each phase of the project.

4.2.4 The selected Contractor shall assist the COA team with development of the video implementation vendor solicitation SOW.

4.2.5 The selected Contractor shall describe the work that needs to be performed by an implementation contractor to implement a comprehensive video management system.

4.2.6 The selected Contractor shall include the following in the completed plans:

4.2.6.1 Include technical and functional requirements from various stakeholders

4.2.6.2 Include evaluation criteria for the RFP that will be released to implementation vendors

4.2.6.3 Identify the types of software and hardware needed for current and future phases of the project

4.2.6.4 Leverage existing equipment and technology where it meets functional and technical requirements

4.2.6.5 Provide for system scalability that allows for increases of inputs and outputs and ease of sharing video

4.2.6.6 Include the capacity and capability to work with other systems in the building and network, and outside of the network

4.2.6.7 Include new technology that reduces lifecycle costs

4.2.6.8 Minimize system support costs

4.2.7 The selected Contractor shall advise the COA evaluation team during the response evaluations.

- 4.2.8 The selected Contractor, although not part of the evaluation team, shall provide COA with recommendations on how best to review the proposals in order for the evaluation team to select the most qualified implementation vendor.
- 4.2.9 Upon the award of the implementation vendor by the COA, the Contractor shall monitor the implementation vendor to ensure they perform in accordance with their contract and the system plan and design.
- 4.2.10 During the system implementation, the selected Contractor shall visit the job site regularly to check on the implementation vendor progress, quality of workmanship and assist COA with any required issue/incident resolution.

## 5. Description of Deliverables:

This engagement will be deliverables based and shall consist of the following Deliverables:

### 5.1 Phase 1 Deliverables: Assessment, Requirements, Video Switch Replacement Design, Video Switch Replacement SOW, RFP Response Review and Quality Assurance. Video Management System roadmap with technology review and costs.

- 5.1.1 The selected Contractor shall research the current state of equipment in CTECC, and shall provide a written analysis of the equipment in its current functional state to the City of Austin's Contract Manager for review.
- 5.1.2 The selected Contractor shall also research inputs and outputs and interoperability of the video switching system with the other systems in CTECC, the City, and partner stakeholders and provide written recommendations for inputs, outputs and capabilities for system expansion and future growth beyond just CTECC.
- 5.1.3 The selected Contractor shall develop a Video Switch Replacement Design, including cost estimates, and how the phases should be completed in writing to the City of Austin's Project Manager for approval.
- 5.1.4 The selected Contractor shall recommend innovations and a path to interoperability with the other systems in writing to the City of Austin's Project Manager for approval.
- 5.1.5 The selected Contractor shall gather requirements and recommended technical specifications that will be utilized to develop the system plan.
- 5.1.6 The selected Contractor shall submit these requirements and specifications in writing to the City of Austin's Project Manager for approval.
- 5.1.7 The selected Contractor shall develop a system design that reflects a scalable, video switching system suitable for 24/7 operations that will be easy to use and will re-use any equipment that is still viable and in good condition as part of the Video Switch Replacement Design.

- 5.1.8 The selected Contractor shall develop documentation that represents the existing infrastructure design including raceway (conduit, cable trays, and risers), power, grounding, equipment room layouts, device coordination details, etc.
- 5.1.9 The selected Contractor shall develop and provide any necessary designs and drawings in a mutually agreed upon, editable electronic format.
- 5.1.10 The selected Contractor shall develop a detailed SOW suitable for an RFP solicitation and contracting purposes for the Video Switch Replacement. The SOW shall be submitted to the City of Austin's Project Manager for written approval.
  - 5.1.10.1 The SOW shall be a vendor/brand neutral document with the detailed functional and recommended technical requirements and specifications for a scalable, reliable system.
  - 5.1.10.2 The SOW shall include limitations and information that will be useful for the responding implementation vendors to understand the replacement roadmap and phased approach to replacing equipment and infrastructure.
  - 5.1.10.3 The SOW shall require the implementation vendor(s) to validate design documentation and make any needed adjustments prior to installation and as-builts drawings and documentation in an agreed upon, editable format.
  - 5.1.10.4 The SOW shall require the implementation vendor(s) to disclose if any of the software and hardware is proprietary.
  - 5.1.10.5 The SOW shall require the implementation vendor(s) to provide systems testing documentation prior to testing and to be onsite for testing activities.
  - 5.1.10.6 The SOW shall include required systems administration and support training and end-user training and training documentation that can be re-used.
  - 5.1.10.7 The SOW shall include requiring the implementation vendor(s) to provide all warranty and manufacturer equipment manuals in a mutually agreed upon format.
  - 5.1.10.8 The SOW shall include requiring the implementation vendor(s) to provide all support agreement model, response times and costs for multiple years.
- 5.1.11 The selected Contractor shall provide a list of known implementation vendors for the bid to the COA. The consultant must not have any affiliation to the implementation vendors or specific manufacturers.
- 5.1.12 The selected Contractor shall provide any required responses to implementation vendor questions after each solicitation is issued, as directed by COA.

- 5.1.13 The selected Contractor shall provide COA with written recommendations on how best to review the responses to proposals in order for the evaluation team to select the most qualified implementation vendor(s).
- 5.1.14 The selected Contractor shall provide information regarding submitted proposals and whether or not respondents meet functional and technical requirements.
- 5.1.15 The selected Contractor shall provide weekly status reports and schedule meetings, as required, to monitor the implementation vendor's quality of workmanship and ability to complete the implementation according to the system plan and implementation schedule.
- 5.1.16 The selected Contractor shall participate during on-site acceptance testing and provide written recommendations to COA in regards to acceptance of the system.
- 5.1.17 The selected Contractor shall provide to the City of Austin's Project Manager for written approval, a detailed review of the implementation vendor's test plan and checklist for system acceptance testing.
- 5.1.18 The selected Contractor shall ensure that all documentation and software has been provided to COA from the implementation vendor in an agreed upon, editable format.
- 5.1.19 The selected Contractor shall develop a roadmap, including technology review, costs, phases, and information that will be useful for understanding the approach to replacing equipment and infrastructure as part of the Video Management System roadmap. The Video Management System roadmap shall be submitted in writing to the City of Austin's Project Manager for approval.

**5.2 Phase 2 Deliverables: Assessment, Requirements, Video Management System Design Plan, Video Management System SOW, RFP Response Review and Quality Assurance.**

- 5.2.1 Depending upon the successful completion of Phase 1 and funding, the selected Contractor shall receive a notice to proceed with Phase 2.
- 5.2.2 The selected Contractor shall develop a Video Management System Design Plan, including cost estimates, and how the phases should be completed. This work will build upon the Video Management System roadmap completed in Phase 1.
- 5.2.3 The selected Contractor shall gather requirements, recommended technical specifications and deliver document(s) in writing to the City of Austin's Project Manager for approval.
- 5.2.4 The selected Contractor shall recommend innovations and a path to interoperability with the other systems in writing to the City of Austin's Project Manager for approval.
- 5.2.5 The selected Contractor shall develop a system design that reflects a scalable, video switching system suitable for 24/7 operations that will be easy to use and will re-use any equipment that is still viable and in good condition as part of the Video Management System Design.

- 5.2.6 The selected Contractor shall submit the Video Management System Design Plan to the City of Austin's Project Manager for approval.
- 5.2.7 The selected Contractor shall develop and provide any necessary designs and drawings in a mutually agreed upon, editable electronic format.
- 5.2.8 The selected Contractor shall develop a detailed SOW suitable for an RFP solicitation and contracting purposes for the Video Management System, based on the Video Management System Design Plan. The SOW shall be submitted to the COA Project Manager for written approval.
  - 5.2.8.1 The SOW shall be a vendor/brand neutral document with the detailed functional and recommended technical requirements and specifications for a scalable, reliable system.
  - 5.2.8.2 The SOW shall include limitations and information that will be useful for the responding implementation vendors to understand the replacement roadmap and phased approach to replacing equipment and infrastructure.
  - 5.2.8.3 The SOW shall require the implementation vendor(s) to validate design documentation and make any needed adjustments prior to installation and as-builts drawings and documentation in an agreed upon, editable format.
  - 5.2.8.4 The SOW shall require the implementation vendor(s) to disclose if any of the software and hardware is proprietary.
  - 5.2.8.5 The SOW shall require the implementation vendor(s) to provide systems testing documentation prior to testing and to be onsite for testing activities.
  - 5.2.8.6 The SOW shall include required systems administration and support training and end-user training and training documentation that can be re-used.
  - 5.2.8.7 The SOW shall include requiring the implementation vendor(s) to provide all warranty and manufacturer equipment manuals in a mutually agreed upon format.
  - 5.2.8.8 The SOW shall include requiring the implementation vendor(s) to provide all support agreement model, response times and costs for multiple years.
- 5.2.9 The selected Contractor shall provide a list of known implementation vendors for the bid to the COA. The consultant must not have any affiliation to the implementation vendors.
- 5.2.10 The selected Contractor shall assist the COA with the review of responses to the Video Management System SOW and provide oversight to the implementation of the solution.

- 5.2.11 The selected Contractor shall provide any required responses to implementation vendor questions after each solicitation is issued, as directed by COA.
- 5.2.12 The selected Contractor shall provide COA with written recommendations on how best to review the responses to proposals in order for the evaluation team to select the most qualified implementation vendor(s).
- 5.2.13 The selected Contractor shall provide information regarding submitted proposals and whether or not respondents meet functional and technical requirements.
- 5.2.14 The selected Contractor shall provide weekly status reports and schedule meetings, as required, to monitor the implementation vendor's quality of workmanship and ability to complete the implementation according to the system plan and implementation schedule.
- 5.2.15 The selected Contractor shall participate during on-site acceptance testing and provide written recommendations to COA in regards to acceptance of the system.
- 5.2.16 The selected Contractor shall provide to the City of Austin's Project Manager for written approval, a detailed review of the implementation vendor's test plan and checklist for system acceptance testing.
- 5.2.17 The selected Contractor shall ensure that all documentation and software has been provided to COA from the implementation vendor in an agreed upon, editable format.

**6. Conditions required of the Contractor:**

- 6.1 The selected Contractor shall be subject to and must pass a fingerprint-based, criminal history background check as prescribed by CTECC.
- 6.2 The selected Contractor shall not be affiliated with implementation vendors or manufacturers of equipment or systems.
- 6.3 The selected Contractor shall provide a Project Manager to oversee and coordinate all activities and contractors to satisfy the successful completion of project. Roles and responsibilities include:
  - 6.3.1 The Project Manager shall maintain the ability of making all managerial decisions on behalf of the Contractor on a day-to-day basis, and shall retain the authority of accepting notices of deduction, inspection reports, payment schedules and any other project-related correspondence.
  - 6.3.2 The Project Manager shall schedule and attend project management meetings, during which time all system related issues are discussed, scheduled, confirmed, and/or resolved.
  - 6.3.3 The Project Manager shall be available during normal business hours (0800 hours to 1700 hours) within two (2) hours by telephone during the term of the Project.

- 6.3.4 The Project Manager shall be engaged throughout the duration of the Project. If the selected Contractor needs to make any changes to personnel during the Project, the change must be approved by COA in writing.
- 6.4 All plans, design documents and all other documents associated with this engagement shall become and remain the property of COA.
- 6.5 As part of its response, the Contractor shall include the resumes of key personnel proposed to work on this project. If a key personnel change must be made during the Project, the change must be approved by COA in writing.
- 6.6 As part of its response, the Contractor shall include references of clients for the COA project team to contact. These references shall be in similar size and complexity as the City of Austin. In addition, at least some of these references shall be in public safety working for a municipality, or other government function.

	<u>Responsible Party</u>	<u>Performance Milestone Target Date</u>
<b><i>Phase 1 Deliverables</i></b>	<b>Contract Executed</b>	<b>COA/Contractor</b>
<b>Assessment Report</b>	<b>Contractor</b>	<b>Respondent Specifies</b>
<b>Functional &amp; Technical Requirements</b>	<b>Contractor</b>	<b>Respondent Specifies</b>
<b>Video Switch Replacement Plan</b>	<b>Contractor</b>	<b>Target: 6-10 months from award</b>
<b>SOW for Video Switch Replacement Implementation Vendor</b>	<b>Contractor</b>	<b>Target: 6-10 months from award</b>
<b>RFP Response Review</b>	<b>COA/Contractor</b>	<b>Usually 6 mos from RFP issue to City Council to proceed</b>
<b>Weekly Progress Reports, QA</b>	<b>Contractor</b>	
<b>Video Management System Roadmap (with cost estimates)</b>	<b>Contractor</b>	<b>Target:6-10 months from award</b>
<b><i>Phase 2 Deliverables*</i></b>		
<b>Functional and Technical Requirements</b>	<b>Contractor</b>	<b>Respondent Specifies</b>
<b>Video Management System Plan</b>	<b>Contractor</b>	<b>Respondent Specifies</b>
<b>SOW for Video Management System Implementation Vendor</b>	<b>Contractor</b>	<b>Respondent Specifies</b>
<b>RFP Response Review</b>	<b>COA/Contractor</b>	<b>Respondent Specifies</b>
<b>Weekly Progress Reports, QA</b>	<b>Contractor</b>	

**\*Phase 2 will be dependent upon project funding and approval by the City to proceed. Phase 2 cannot be guaranteed.**

**7. City’s Responsibilities: The City of Austin shall**

- 7.1 Coordinate the Contractor with the appropriate resources within the City departments in order to successfully complete the project.

- 7.2 Provide a Project Manager for work sessions, prioritization, coordination, and scheduling with the Contractor's Project Manager
- 7.3 Provide access to office sites during normal business hours, based on approved Criminal Background Investigation (CBI) and formal badging processes.
- 7.4 Provide available documentation, as requested and/or access to technical resources.
- 7.5 Provide issue identification and risk management.
- 7.6 Provide communication with and between the Contractor and other stakeholders as needed
- 7.7 Provide office space for Contractor project team members or technical staff when onsite, if needed and as available.
- 7.8 Provide facilities for all meetings, work sessions and training classes, including audiovisual equipment.
- 7.9 Participate in acceptance testing of the system.
- 7.10 Participate in requirements-gathering for system design
- 7.11 Participate in training classes provided by the Consultant.
- 7.12 Provide review and approval of milestones, deliverables, status reports and invoices.
- 7.13 Determine if any of the work on the project can be subcontracted for a substantial cost savings.

**8. Location:**

Professional shall provide the services and deliver the deliverables to the following location(s):  
CTECC at 5010 Old Manor Rd. Austin, Texas 78723.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

1. **PROPOSAL FORMAT**

Submit one original paper copy and an electronic copy of the original proposal in PDF version on eight **separate** flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

Prefacing the proposal, the Proposer shall provide an Executive Summary which gives in brief, concise terms, a summation of the proposal. The Executive Summary should include the following information:

- Summation of proposal
- Explanation of the suitability and scalability of the proposed system (10 pages or less)
- Statement of assumptions made in responses

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

**TAB 1 – CITY OF AUSTIN PURCHASING DOCUMENTS** - Complete and submit the following documents:

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0700 Reference Sheet
- D. Section 0835 Non-Resident Bidder Provisions Form
- E. Section 0900 Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

**TAB 2 – AUTHORIZED NEGOTIATOR**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**TAB 3 – ATTACHEMENT B - PURCHASING EXCEPTIONS FORM**: Proposer shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The Proposer that is awarded the contract will be required to sign the contract with the provisions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information under **Attachment B, Purchasing Exceptions** may result in the City deeming the offer non-responsive. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

**TAB 4 - BUSINESS ORGANIZATION:** Proposer should include the following:

1. Provide your legal firm name, headquarters address, local office addresses if any, and state of incorporation.
2. List the principal officers of the company including name, title, and tenure.
3. Confirm that your firm is legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas.
4. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
5. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.
6. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
7. Has your firm ever failed to complete any work awarded to you? If so, where and why?
8. Has your firm ever been terminated from a contract? If so, where and why?
9. Has your business ever done business using another corporation/company name?

**TAB 5 – PRIOR EXPERIENCE & REFERENCES:**

1. Provide a written narrative of Proposer’s and subcontractors’ experience in developing and presenting information technology consulting services for airports. Additionally, provide the names, addresses, and telephone numbers of at least five (5) clients for which Proposer has completed projects similar to the one referenced herein within the last five (5) years. Include the following details for each project:
  - (a) Date(s) Proposer served as air service development consultant
  - (b) Type of service provided: domestic passenger, international passenger, domestic and/or international cargo

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

- (c) Delineate outcomes of each engagement, e.g., increased revenue, enhanced customer service, etc.
2. Provide a minimum of three (3) customer references, which are operating a fully functional system of similar scope and magnitude as described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. Provide evidence of experience with these projects of similar size, scope, and complexity. The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance
- References must include the following information:
- Name of Company
  - Number of personnel
  - Contact name – sponsor or IT Lead
  - Contact address
  - Contact telephone number
  - Contact e-mail
3. Provide samples of written proposals as it applies to this project, developed by the Proposer

**TAB 7 – PERSONNEL & PROJECT MANAGEMENT STRUCTURE:**

1. Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor
2. Identify personnel to be assigned as Project Manager for this project. Provide definitions of roles, responsibility, and skillsets required to implement and maintain the proposed solution. Provide resume. The assigned Project Manager shall have a minimum of five (5) years of experience related to Information Technology program and project management and a minimum of five (5) years of airport and/or air travel industry experience.
3. Provide names and qualifications of all professional individual who will be assigned to manage this engagement and describe similar assignments for which he/she has had oversight responsibility. State the primary work assigned to each person and the percentage of time each person will devote to this work. Highlight work experience on projects similar to one referenced herein. Provide all resumes.
4. Provide a general explanation and chart that specifies project leadership and reporting responsibilities.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

5. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

**Tab 12 – PRICE PROPOSAL:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.

Proposer shall submit the completed price proposal spreadsheet provided in the **Attachment A – Price Proposal Form.**

- i. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City’s Travel Policy as published and maintained by the City’s Controller’s Office and the Current United States General Services Administration Domestic Per Diem Rates (the “Rates”) as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/100120>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

2. **SUPPLEMENTAL TERMS**

1. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm’s headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror’s Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team’s Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror’s MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

3. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
  
4. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
  
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
  
4. **EVALUATION FACTORS AND AWARD**
  - A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
    1. **Evaluation Factors (Maximum 100 points):**
      - 1.1 **Prior Experience & References – 35 Points**
        - Demonstrated applicable Airport experience
        - Project Reference
  
      - 1.2 **Personnel & Project Management Structure: – 35 Points**
        - Evidence of experience with similar projects of similar size, scope and complexity
        - References
        - Resume reviews
  
      - 1.3 **Total Price Proposed (Attachment A – Price Proposal) – 20 points**

Proposer with lowest cost to the City will be given maximum number of points, remainder given on a percentage ratio basis
  
    - 1.4 **Local Business Presence – 10 points**

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**B. Interview, Optional (25 points)**

The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

- a. The point difference between the first and second ranked Proposer is less than five points.
- b. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- c. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- d. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- e. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- f. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.

## ATTACHMENT A – PRICE PROPOSAL FORM

### Deliverable based pricing

<b>Phase I Deliverables:</b>	<b>Per item cost:</b>
1. Requirements Document	\$
2. Video Switch Replacement Design	\$
3. Video Switch Replacement Statement of Work	\$
4. Video Management System Roadmap with costs	\$
5. RFP Response Review of Implementation Vendor	\$
6. Quality Assurance of Implementation	\$
<b>Total Costs for Phase 1 Deliverables:</b>	<b>\$</b>
<b>Phase 2 Deliverables:</b>	
1. Requirements Document	\$
2. Video Management System Design Plan	\$
3. Video Management System Statement of Work	\$
4. RFP Response Review of Implementation Vendor	\$
5. Quality Assurance of Implementation	\$
<b>Total Costs for Phase 2 Deliverables:</b>	<b>\$</b>
<b>Total Costs for Phase 1 and Phase 2 Deliverables:</b>	<b>\$</b>

## ATTACHMENT A.R – PRICE PROPOSAL FORM

### Deliverable based pricing

<b>Phase I Deliverables:</b>	<b>Per item cost:</b>
5.1.1-5.1.6 Requirements Document	\$ 14,825
5.1.7-5.1.9 Video Switch Replacement Design	\$ 19,525
5.1.10-5.1.11 Switch Replacement Statement of Work	\$ 22,900
5.1.12-5.1.14 RFP Response Review of Implementation Vendor	\$ 6,450
5.1.15-5.1.18 Quality Assurance of Implementation	\$ 20,300
5.1.19 Video Management System Roadmap with costs	\$ 6,650
<b>Total Costs for Phase 1 Deliverables:</b>	<b>90,650</b>
<b>Phase 2 Deliverables:</b>	
5.2.3 Requirements Document	\$ 9,850
5.2.2, 5.2.4-5.2.7 Video Management System Design Plan	\$ 15,050
5.2.8-5.2.9 Video Management System Statement of Work	\$ 9,400
5.2.10-5.2.13 RFP Response Review of Implementation Vendor	\$ 4,400
5.2.14-5.2.17 Quality Assurance of Implementation	\$ 12,150
<b>Total Costs for Phase 2 Deliverables:</b>	<b>\$ 50,850</b>
<b>Total Costs for Phase 1 and Phase 2 Deliverables:</b>	<b>\$ 141,500</b>



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: PAX0134**

**Addendum No: 4**

**Date of Addendum: 06/14/2016**

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This addendum is to incorporate the following changes, questions, and answers to the above referenced solicitation:

1. Attachment A – Price Proposal Form included in the RFP is not current and have been removed and replaced in their entirety with the attached Attachment A.R Price Proposal Form.
2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:   
Sai Xoomsai Purcell, Senior Buyer Specialist  
Purchasing Office, 512-974-3058

06/14/2016  
Date

ACKNOWLEDGED BY:

Steven Emspak

Name



Authorized Signature

6/23/2016

Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

## ATTACHMENT A.R – PRICE PROPOSAL FORM

### Deliverable based pricing

<b>Phase I Deliverables:</b>	<b>Per item cost:</b>
5.1.1-5.1.6 Requirements Document	\$
5.1.7-5.1.9 Video Switch Replacement Design	\$
5.1.10-5.1.11 Switch Replacement Statement of Work	\$
5.1.12-5.1.14 RFP Response Review of Implementation Vendor	\$
5.1.15-5.1.18 Quality Assurance of Implementation	\$
5.1.19 Video Management System Roadmap with costs	\$
<b>Total Costs for Phase 1 Deliverables:</b>	
<b>Phase 2 Deliverables:</b>	
5.2.3 Requirements Document	\$
5.2.2, 5.2.4-5.2.7 Video Management System Design Plan	\$
5.2.8-5.2.9 Video Management System Statement of Work	\$
5.2.10-5.2.13 RFP Response Review of Implementation Vendor	\$
5.2.14-5.2.17 Quality Assurance of Implementation	\$
<b>Total Costs for Phase 2 Deliverables:</b>	\$
<b>Total Costs for Phase 1 and Phase 2 Deliverables:</b>	\$



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: PAX0134**

**Addendum No: 3**

**Date of Addendum: 06/13/2016**

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This addendum is to incorporate the following changes, questions, and answers to the above referenced solicitation:

1. Q) Was attendance at the Pre-Proposal Conference a requirement for submitting a proposal for this solicitation?  
A) No.
2. Q) What firm designed the existing Video Wall system?  
A) Ford AV designed and installed the current Video Wall. The light engines were upgraded last year by Activu.
3. Q) Reference Section 0500 4.1.3 – This paragraph is exactly the same as 4.1.14. Is the task requesting up to three presentations or up to six presentations?  
A) 4.1.3 refers to presentations on the technology to replace the current matrix switches. 4.1.14 refers to presentations on the technology regarding the roadmap.
4. Q) Is licensed Texas Security Consultant a requirement for the solicitation?  
A) No.
5. **Clarification** – Section 0600.R, Proposal Preparation Instructions and Evaluation Factor

Tab 5 – Prior Experience and References has been deleted and replaced in its entirety with the following:

1. Provide a written narrative of Proposer's and subcontractors' experience in developing and presenting information video management and public safety experience.
  - (a) Date(s) Proposer served as video management and public safety development consultant
  - (b) Type of service provided and project size.
  - (c) Delineate outcomes of each engagement, e.g., enhanced customer service, etc.
2. Provide at least three (3) clients for which Proposer has completed projects similar to size, scope, and complexity within the last five (5) years. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Include the following details for each project:

References must include the following information:

- Name of Company
- Number of personnel
- Contact name – sponsor or IT Lead
- Contact address

- Contact telephone number
- Contact e-mail

3. Provide samples of written proposals as it applies to this project, developed by the Proposer

6. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:  06/13/2016  
Sai Xoomsai Purcell, Senior Buyer Specialist Date  
Purchasing Office, 512-974-3058

ACKNOWLEDGED BY:  6/23/2016  
Steven Emspak Name Authorized Signature Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: PAX0134**

**Addendum No: 2**

**Date of Addendum: 06/09/2016**

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This addendum is to incorporate the following changes to the above referenced solicitation:

1. Section 0600 - PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS included in the RFP is not current and have been removed and replaced in their entirety with the attached Section 0600 - PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS.**R.**
2. Extension - All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by end of business day on 06/15/2016 to [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov) .
3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Sai Xoomsai Purcell, Senior Buyer Specialist  
Purchasing Office, 512-974-3058

06/09/2016

Date

ACKNOWLEDGED BY:

Steven Emspak

6/23/2016

Name

Authorized Signature

Date

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**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

1. **PROPOSAL FORMAT**

Submit one original paper copy and an electronic copies of the original proposal in PDF version on **five separate** flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

Prefacing the proposal, the Proposer shall provide an Executive Summary which gives in brief, concise terms, a summation of the proposal. The Executive Summary should include the following information:

- Summation of proposal
- Explanation of the suitability and scalability of the proposed system (10 pages or less)
- Statement of assumptions made in responses

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

**TAB 1 – CITY OF AUSTIN PURCHASING DOCUMENTS** - Complete and submit the following documents:

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0700 Reference Sheet
- D. Section 0835 Non-Resident Bidder Provisions Form
- E. Section 0900 Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

**TAB 2 – AUTHORIZED NEGOTIATOR**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**TAB 3 – ATTACHEMENT B - PURCHASING EXCEPTIONS FORM**: Proposer shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The Proposer that is awarded the contract will be required to sign the contract with the provisions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information under **Attachment B, Purchasing Exceptions** may result in the City deeming the offer non-responsive. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

**TAB 4 - BUSINESS ORGANIZATION:** Proposer should include the following:

1. Provide your legal firm name, headquarters address, local office addresses if any, and state of incorporation.
2. List the principal officers of the company including name, title, and tenure.
3. Confirm that your firm is legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas.
4. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
5. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.
6. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
7. Has your firm ever failed to complete any work awarded to you? If so, where and why?
8. Has your firm ever been terminated from a contract? If so, where and why?
9. Has your business ever done business using another corporation/company name?

**TAB 5 – PRIOR EXPERIENCE & REFERENCES:**

1. Provide a written narrative of Proposer’s and subcontractors’ experience in developing and presenting information **video management and public safety experience**. Additionally, provide the names, addresses, and telephone numbers of at least five (5) clients for which Proposer has completed projects similar to the one referenced herein within the last five (5) years. Include the following details for each project:
  - (a) Date(s) Proposer served as air service development consultant
  - (b) Type of service provided: domestic passenger, international passenger, domestic and/or international cargo

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

- (c) Delineate outcomes of each engagement, e.g., increased revenue, enhanced customer service, etc.
2. Provide a minimum of three (3) customer references, which are operating a fully functional system of similar scope and magnitude as described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. Provide evidence of experience with these projects of similar size, scope, and complexity. The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance
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3. Provide samples of written proposals as it applies to this project, developed by the Proposer

**TAB 7 – PERSONNEL & PROJECT MANAGEMENT STRUCTURE:**

1. Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor
2. Identify personnel to be assigned as Project Manager for this project. Provide definitions of roles, responsibility, and skillsets required to implement and maintain the proposed solution. Provide resume. The assigned Project Manager shall have a minimum of five (5) years of experience related to Information Technology program and project management and a minimum of five (5) years of **video management and public safety experience**.
3. Provide names and qualifications of all professional individual who will be assigned to manage this engagement and describe similar assignments for which he/she has had oversight responsibility. State the primary work assigned to each person and the percentage of time each person will devote to this work. Highlight work experience on projects similar to one referenced herein. Provide all resumes.
4. Provide a general explanation and chart that specifies project leadership and reporting responsibilities.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

5. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

**Tab 12 – PRICE PROPOSAL:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

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**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

3. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
  
  4. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
  
  4. **EVALUATION FACTORS AND AWARD**
    - A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
      1. **Evaluation Factors (Maximum 100 points):**
        - 1.1 **Prior Experience & References – 35 Points**
          - Demonstrated applicable **video management and public safety experience**
          - Project Reference
  
        - 1.2 **Personnel & Project Management Structure: – 35 Points**
          - Evidence of experience with similar projects of similar size, scope and complexity
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          - Resume reviews
  
        - 1.3 **Total Price Proposed (Attachment A – Price Proposal) – 20 points**

Proposer with lowest cost to the City will be given maximum number of points, remainder given on a percentage ratio basis
  
      - 1.4 **Local Business Presence – 10 points**

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0134**

Team's Local Business Presence	Points Awarded
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Local business presence of 50% to 74%	6
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Local presence of between 1 and 24%	2
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**B. Interview, Optional (25 points)**

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- a. The point difference between the first and second ranked Proposer is less than five points.
- b. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- c. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- d. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- e. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- f. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: PAX0134**

**Addendum No: 1**

**Date of Addendum: 06/07/2016**

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This addendum is to incorporate the following changes to the above referenced solicitation:

1. Q) What is the funding source for this effort?  
A) The funding source is Capital Improvement Project funds from City of Austin and TXDOT.
2. Q) What is the targeted time frame for the Consultant to develop the Video Switch Replacement RFP?  
A) This would be the first task after City Council approval of the consultant contract in Fall 2016.
3. Q) What is the estimated cost of the Video Switch Replacement project?  
A) The cost is unknown at this time.
4. Q) Who is the technical contact for this effort?  
A) The City IT Division Manager Public Safety Support.
5. Q) Are there any other systems that will need to integrate/interface with the Video Switch solution or the CTECC video wall?  
A) Not for Phase 1 of the project.
6. Q) What are the drivers behind this effort?  
A) Current solution is end of life.
7. Q) Who provides the current Video Management Solution, if you are currently using this solution?  
A) There is currently is not a Video Management Solution.
8. Q) Will this solution need to integrate/interface with any other systems?  
A) Perhaps in the future. This is why is the City is asking for a consultant to help define the parameters.
9. Q) For the Video Switch Replacement: What vendor currently provides this solution?  
A) Electrosonic switches, Whitlock provides support
10. Q) Does Phase 2 detail the design of a completely separate solicitation for the purchase of the video switching system upgrade (hardware) and installation/implementation?  
A) Yes
11. Q) Section 0500, item 5.2.9 states, "The selected Contractor shall provide a list of known implementation vendors for the bid to the COA. The consultant must not have any affiliation to the implementation vendors." Are the contractor selected vendors the only vendors that will be asked to respond or will a public bid be made?  
A) There will be a public bid released to all vendors for Phase 1 and another public bid released to all vendors for Phase 2.

12. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:  06/07/2016  
Sai Xoomsai Purcell, Senior Buyer Specialist Date  
Purchasing Office, 512-974-3058

ACKNOWLEDGED BY:  6/23/2016  
Steven Emspak Name Authorized Signature Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: PAX0134**

**Addendum No: 5**

**Date of Addendum: 06/16/2016**

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This addendum is to incorporate the following changes, questions, and answers to the above referenced solicitation:

1. Q) Is the CTECC Operations Floor system currently linked to the adjacent EOC system?  
A) There are not directly linked, however, TxDOT system does feed traffic video to the EOC.
  2. Q) Are the 11 display groups outlined in the RFP controlled (or can be controlled) locally to each group or is control of all displays centralized from a master control station?  
A) The displays are centrally controlled. A TXDOT operator can switch to any of their real time cameras in the field and send it to the EOC and to the CAD Dispatchers on the operations floor.
  3. Q) Are the current sources only traffic cameras or are there additional sources to be included in the phase 1 scope of work?  
A) Phase 1 includes only the TXDOT traffic cameras, however, the vision is for CTECC to "broker" all public safety video in the future, which would include traffic cameras from toll roads and intersections, as well as other types of video from other sources.
1. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:   
Sai Xoomsai Purcell, Senior Buyer Specialist  
Purchasing Office, 512-974-3058

06/16/2016  
Date

ACKNOWLEDGED BY:

Steven Emspak

Name



Authorized Signature

6/23/2016

Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

# CTECC Video Switch Replacement

AUSTIN, TX

Audiovisual Consulting Services

## SM&W PROPOSAL #16-0853

Prepared for:

Sai Xoomsai Purcell, CPPB  
Senior Buyer Specialist – IT Procurement Team  
City of Austin  
Purchasing Office – Response Enclosed for  
Solicitation #PAX0134  
124 W 8<sup>th</sup> Street, Rm 308  
Austin, TX 78701  
Phone: 512-974-3058  
Sai.Xoomsai@austintexas.gov

June 27, 2016

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## 2. Summation of Response

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Shen Milsom & Wilke (SM&W) is an independent, global consulting and technology design firm with expertise in integrated building technologies including Acoustic design, Audiovisual / Multimedia, Information Technology, Data Center Planning, Physical Security, and Medical Equipment Planning. Founded in 1986, SM&W is headquartered in New York City and 230 staff in 15 offices worldwide including Hong Kong, Washington D.C., Chicago, San Francisco, Princeton, Denver, Texas, London, Dubai, Beijing, Shanghai, Singapore and Plymouth Meeting.

As a true Independent Consultant SM&W derives no income from the specification of any manufacturer's equipment, supplier or systems integrator. SM&W's income is derived exclusively from the fees we charge our clients.

Our multidiscipline expertise in audiovisual, acoustical design, IT, datacenter planning, and security has provided a solid foundation for us to build our Control Room expertise. The convergence of these disciplines combined with our many years designing control rooms makes us an immediate asset to our clients. Our depth of resource adds to a comprehensive approach to project planning. We are not aware of any other consulting firm in the world that can bring all of these highly skilled disciplines forward on a single project and provide the quality and quantity of high level operations centers as SM&W.

SM&W delivers a consistent methodology locally and globally. Our approach has been the key to the successful delivery of over eighteen thousand projects in more than 40 countries. Our shared infrastructure includes a training and education program and a consistent delivery process.

Shen Milsom & Wilke LLC is pleased to present this proposal to the city of **Austin Texas** for **audiovisual/multimedia/Operations Center consulting services**. We believe SM&W can make unique and important contributions to the project team because of the breadth of our experience in working on projects of a similar nature and scope.

We believe that the information within this document clearly delineates SM&W as the clear leader in the industry.

- Our practical approach to problem solving and cost effective solutions, both from a process standpoint through equipment selection and specification makes us an ideal partner for an institution such as the Austin CTECC.
- Our prior and current experience working with the City of Austin/ Travis County in developing the plans for the upgrades to the COA/TC EOC located in the same building, and which has laid the groundwork for inter-communication between the CTECC and the EOC is invaluable.
- Even though we speak in terms of 'practical' and 'cost effective' we look for creative solutions that will deliver bullet proof results that may not necessarily be thought of as a 'main stream' solution.
- Our depth of knowledge, both in the EOC operational areas as well as the equipment arena allows us to move through the Program/Needs Analysis and the Systems Design rapidly.
- That combined with our years of experience working within the architectural, engineering and construction trades has provided SM&W with the background necessary to take the User Technical requirements and translate that in to drawings and specifications that can be built.
- Our internal commitment to projects as a whole provides the necessary motivation to see the most difficult and complex projects through to a successful completion.

We should also stress that the team being presented to you for selection is a team that has worked together in the past on similar projects.

- J. Steven Emspak, Partner has been directly involved in almost every control room SM&W has designed including the COA/TC EOC, Williamson County and Austin Electric.
- Tyson Leonard has worked with Steve on the Williamson County Project and Data Foundry Data Center in Austin Texas.

- Jeff Vinklerek served in a support role on the Austin Energy and Williamson County project and has recently worked directly with Steve on the conceptualization of confidential control room project in Southern Louisiana and the COATC EOC.
- Ron Willis has worked with Steve on a number of high level secure projects as well as a number of energy projects in North America. He will act as a technical resource to the core design team if required.

We encourage the reader to review our resumes as well as to speak with our references.

While SM&W prides itself on its independence of vendors and integrators; our impartiality means that we are able to craft an appropriate solution that is specific to each individual client's vision and goals. Simultaneously, SM&W has an outstanding working relationship with all of the manufacturers in the control room community as well as the majority of the AV systems integrators both of which have been proven to be useful throughout the life as well as the 'afterlife' of these projects.

### 3. Project Methodology:

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SM&W utilizes a project approach that employs a project plan to set a clear project process and expectations at the beginning of the project. This project plan will be developed in coordination with the COA team and will be an expansion of the statement of work included in the RFQ. To meet the identified schedule, SM&W will develop a detailed project schedule that will include performance milestones, required meetings and coordination sessions, internal QA/QC reviews, page turn review sessions, COA documentation review periods.

In order to provide a clear communication path for the COA team, SM&W will provide a dedicated project manager that will be the single point of contact and develop a communication plan that will include weekly design updates in addition to scheduled coordination meetings, page turn sessions and any additional communication required for project success. SM&W has a developed QA/QC plan that is implemented on all projects and will further develop the QA/QC plan for this project based on the identified QC metrics and progress deliverables throughout the project.

With our vast experience in EOC projects, SM&W will provide a project risk management plan with respect to the technology systems. We will work closely with the COA team to identify risks, develop a plan to avoid or mitigate these risks and manage the risks throughout the project. Our understanding of the project tasks and milestones are as follows:

<b>Project Phase</b>	<b>Project Deliverables</b>	<b>Performance Milestone Target Date</b>
Phase 1	Current Equipment Assessment / Interoperability of EOC AV Systems	2 weeks
	Requirements Documentation	4 weeks
	Video Switch Replacement Plan	Target: 6-10 months from award
	SOW for Video Switch Replacement Implementation Vendor	Target 6-10 months from award
	RFP Response Review	6 months from RFP issue to City Council to proceed
	RFP Response Review	Usually 6 mos from RFP issue to City Council to proceed
	Weekly Progress Reports, QA	
	Video Management System Roadmap (with cost estimates)	3 weeks during construction of Phase 1
Phase 2	Functional and Technical Requirements	2 weeks
	Video Management System Plan	4 weeks
	SOW for Video Management	4 weeks
	RFP Response Review	1 week
	Weekly Progress Reports	

## 4. Statement of Assumptions:

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1. Architectural Drawings. We assume that architectural drawings are available in a standard and editable format and that SM&W will not be required to perform a site survey to document the structure of the building nor the specific dimensions of the architectural elements.
2. We further assume that 'AS-Built' drawings of the audiovisual systems will be made available for our use and that it is not anticipated that SM&W will be required to create these drawings. We understand that part and parcel of the RFP is to document the systems in place, identify end of life etc., and we recognize that these drawings may not be 100% accurate any longer.
3. We have assumed that the existing video display system is not part of this RFP.

## 5. City of Austin Purchasing Documents

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Please refer to the attached document "City of Austin Purchasing Documents" to view:

- Signed offer sheet
- Section 0605 local business presence identification form
- Section 0700 reference sheet
- Section 0835 non-resident bidder provisions form
- Section 0900 minority and women-owned business enterprise procurement program no goals form

## 6. Authorized Negotiator

---

Steve Emspak  
Partner  
417 Fifth Avenue, 5<sup>th</sup> Floor  
New York, NY 10016  
P: 212-725-6800  
F: 212-725-0864



**Solicitation Number:** RFP PAX0134

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 4 of your offer.

2. **0400 SUPPLEMENTAL PURCHASE PROVISIONS**

Accepted as written.

Not accepted as written. See below:

<b>Indicate:</b> <b>Page Number</b>	<b>Section Number</b>	<b>Section Description</b>
<b>Alternate Language:</b>		
<b>Justification:</b>		

NOTE: Copies of this form may be utilized if additional pages are needed.

**Solicitation Number:** RFP PAX0134

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 4 of your offer.

3. **0500 SCOPE OF WORK**

Accepted as written.

Not accepted as written. See below:

<b>Indicate:</b>		
<b>Page Number</b>	<b>Section Number</b>	<b>Section Description</b>
<b>Alternate Language:</b>		
<b>Justification:</b>		

NOTE: Copies of this form may be utilized if additional pages are needed.

## 8. Business Organization

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1. Legal firm name, headquarters address, local office addresses if any, and state of incorporation.
  - a. Shen Milsom & Wilke, LLC Headquarters : 417 5<sup>th</sup> Avenue New York, New York 10016  
Houston location: 712 Main Street, Suite 730 Houston, Texas 77002
2. Listing of principal officers of the company including name, title, and tenure.
  - a. Steve Emspak, Partner, 27 years. Tyson Leonard, Associate Principal, 8 Years
3. Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?
  - a. Yes
4. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
  - a. None
5. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.
  - a. None
6. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants
  - a. None
7. Has your firm ever failed to complete any work awarded to you? If so, where and why?
  - a. Not applicable
8. Has your firm ever been terminated from a contract? If so, where and why?
  - a. Not Applicable
9. Has your business ever done business using another corporation/company name?
  - a. No

## 9. Prior Experience & References

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### WILLIAMSON COUNTY EMERGENCY OPERATIONS CENTER

#### WILLIAMSON COUNTY, TX

From 2009-2012, seven of SM&W's personnel provided telecommunication and audiovisual design consulting services working closely with county personnel and the design architect, Parsons.

The Williamson County Emergency Operations Center (WILCO EOC) includes 30,000 square feet of space for county departments, including 911 communications, Emergency Management and Hazardous Materials as well as some personnel from the Sheriff's Office and Williamson County & Cities Health District. The facility houses 75 employees and has the capacity to accommodate 150 full time employees in the event of an emergency. The center will help dispatch units faster, send out weather warnings and alert those living in all corners of the county. The center is located 30 miles north of Austin, TX and supports suburban Austin, Dell Computer Headquarters, and the central Texas region.

With the design and construction of a new facility, the Williamson County ESOC will have the opportunity to utilize technologies and enable applications never before available. The radio transport sub-systems, with microwave and cellular components will enable mobile terminals with video capabilities enabling headquarters and first-responders to send and receive video images. The police beat and mobile radio systems, Fire Department Command and Control, EMS, etc., will all be enabled with mobile terminals with inherent video capabilities. Locally at an event, a mobile wireless command and control base station will be instantaneously configured and implemented, greatly enhancing communication between agencies with applications including voice, video and instant text messaging.

With GPS overlays indicating exactly where first responders are located and GIS systems providing maps indicating the precise location of the caller, operators can deploy their scarce resources appropriately. The C4I approach (Command, Control, Communication, Computers and Intelligence) anticipates the need for high-speed data links to outside agencies and other videoconferencing needs. A critical element in designing C4I facilities includes the means of guaranteeing proper visual intelligibility of displays and intelligibility of audible communications with other agencies or to local security personnel or resources. Once the physical parameters are established we can then focus on the details of the hardware and communications systems.

AV systems include a RF-based CATV distribution that originates television news and weather along with owner generated computer content throughout the facility. Key offices are furnished with television displays equipped with local input for employee computers. Larger displays and auxiliary inputs are located in the 911 Center and Emergency Operations Center (EOC). An expanded EOC provides space for training and expansion for major emergencies. Several staff conference rooms and a media room provide coordination space for space and with the local media.

**Contact Information:** Patrick Cobb, 911 Tracy Chambers Lane, Georgetown, TX, 512-864-8200, 2009 – 2012, [pcobb911@gmail.com](mailto:pcobb911@gmail.com)



# BROWARD COUNTY EMERGENCY OPERATIONS CENTER

## PLANTATION, FL

The Broward County Emergency Operations Center project comprises 42,000 square feet over 3 floors and contains completely redundant critical services. This facility is capable of supporting 200 staff and dependents for extended periods and is completely automated. It uses satellite communications and possesses teleconferencing capability. The Broward County Emergency Operations Center is activated in the occurrences of large scale community events, major incidents, and hurricane threats. The original design was completed in 2001 which was comprised of television distribution, large format rear screen projection as well as distributed displays and audio systems throughout the building. Broward County's growth demanded modification to the floor plan a few years later, and SM&W was contacted to assist in developing additional display solutions. SM&W has maintained a close relationship with Broward County, and at their request came back in to design an IP based distribution system for a retrofit of all the display technology and the entire distribution system in the building which was completed in 2012. Along with the many challenges of working within a tight budget SM&W also needed to coordinate downtime schedules with a close eye on Hurricane Season to maintain a fully functional environment at all times. Ten SM&W personnel worked on this project.



**Contact Information:** Robert Humple, Assistant Director Broward County Emergency Management, Emergency Management Division, 201 NW 84th Avenue, Plantation, Florida 33324, 954-831-3900

# NEW YORK POLICE DEPARTMENT JOINT OPERATIONS CENTER

## NYPD HEADQUARTERS, NEW YORK

The New York Police Department Joint Operations Center (JOC) comprises a series of spaces inclusive of an Operations Center, Watch Command, Situation Room as well as a series of support spaces such as Cafeteria, Administrative Office space, conference space, the Data Center and the police commissioner's conference room.

The JOC seats in excess of 100 console positions surrounded by more than 1300 square feet of Imaging Plan configured as 3 independent yet linked Virtual Desktops.

The Situation Room, located adjacent to the Operations Center, has its own Image Plane which provides 38 square feet of useable space to assist senior staff in analyzing data and decision making. Of course associated with this room is a sophisticated audio and video conferencing system.

The third and most critical environment is Watch Command, the 24x7 operation, with a Virtual Desktop equivalent to 140 square feet in Image Plane which supports viewing for 10 console positions.

All of these spaces are electronically linked by a high speed multimedia network with built in redundancies to mitigate any potential failure mode.

SM&W's scope of work included audiovisual/multimedia, acoustics, security, telecommunications cable infrastructure as well as voice and data systems. 22 of SM&W's personnel worked on this exciting project from 2008-2011.

**Contact Information:** Kevin Arscott, Deputy Director, NYC Dept of Design and Construction, 30-30 Thomson Avenue, Long Island City, NY 11101, 718-391-1513 (see *Client Testimonial on next page*).



## CLIENT TESTIMONIAL – KEVIN ARSCOTT

**Kevin N. Arscott**  
**Police Program Director**  
**City of New York**  
**Department of Design/Construction**  
**Public Buildings Division**



In my capacity as Director of the Police Program for the New York City Department of Design and Construction, I have had the pleasure of working with the firm of Shen Milsom & Wilke on several projects dating back to 2002. I work exclusively on projects for the NYPD but have also designed and built projects for other City agencies that require higher levels of security and/or technology that rises above the standard office space environment.

After the events of 9/11/01, I was directing the design and construction of a new command and control center for the NYC Office of Emergency Management. Their previous offices at 7 World Trade Center were destroyed in the attacks of 9/11. Shen Milsom & Wilke was chosen through an RFP procurement to design and oversee the installation of a state-of-the-art emergency operation center. The facility would allow critical City Agencies to manage future events from hurricanes to terrorist attacks. A secure location with redundant mechanical systems that could operate on emergency power should utility service be lost was built in Brooklyn. Shen's performance throughout the project was invaluable. The firm brought together an amazing array of highly technical disciplines that seamlessly meshed with the base construction professionals involved. The result was a facility that today is a jewel in the crown of New York City's ever-vigilant emergency response system.

Since the OEM project, Shen has designed and built several secure operation centers for the NYPD under DDC's management. They continue to design and deliver critical systems on schedule and on budget. I am available at any time to discuss DDC/NYPD's history with the firm and would recommend them for any technology design/build project without reservation.

Regards,

Kevin N. Arscott  
Police Program Director  
City of New York  
Department of Design/Construction  
Public Buildings Division  
Office: (718) 391 - 1513

**MOBILE: (646) 772 - 1376**

# NEW YORK STATE POLICE TROOP G HEADQUARTERS, OPERATIONS CONTROL ROOM

LATHAM, NY

New York State Police Troop G has relocated its headquarters to a new site. The new campus will accommodate the Troop G Headquarters, Troop G Forensic Identification Unit, and Troop G Vehicle Maintenance Facility, and the Troop G Quartermaster Operation. It is collocated with the New York State Department of Transportation (NYSDOT) Region 1 headquarters and Control Room. The campus is located on 43 acres in the town of Colonie, New York. The facility is 85,000 sf and has a construction budget of \$44 Million. The headquarters includes a communications center and evidence processing unit. New York State Police will run operations for 10 counties out of this new building,



From 2009-2012, twelve SM&W personnel provided audiovisual, telecommunications and acoustical design consulting services, building a strategic partnership with NYSP in the process. Systems included the integration of Region 1 DOT Cameras, television and a wide variety of network based data on an all IP platform culminating in a complex control room in support of their day to day activities. SM&W worked in close partnership with New York State Police, the Department of Transportation, New York State Office of General Services and various other state agencies leading the technology development of this facility from inception through completion.



**Contact Information:** S/Sgt. Timothy D. Morris, New York State Police, Communications, TMC, 1220 Washington Avenue, Albany, NY 12226, [Timothy.Morris@troopers.ny.gov](mailto:Timothy.Morris@troopers.ny.gov) (see *Client Testimonial* on next page).

**S/Sgt. Timothy D. Morris**  
**New York State Police**  
**Communications/TMC**



I wanted to extend my personal and professional gratitude to you and your team for the work that was performed on the Operations Control Room as well as the complete audio/video solution at our new Troop "G" Headquarters in Latham, NY. As you know New York State Police had not built a new facility in many years and has never built a facility as state of the art as the one we just completed.

Your team was by our side for every step of the tedious process the State has established for procurement. For every change, question, and concern the New York State Police Department of Transportation had, your staff was there with an answer, and proved to be an excellent guide through the entire process.

I cannot commend you enough on the level of professionalism you, yourself showed and the level of expertise that you and your entire team brought to the project. From our initial meeting to final implementation, the project grew. It became a highly technical part of the building very quickly and soon changed from a single project to many highly technical projects based on the needs of the State Police, and Department of Transportation.

SM&W has proven itself to be a wonderful addition to the team, you have continued to be our ally and have shown tremendous support and dedication to our agency, and myself. In my experience that is something hard to come by, SM&W should be proud to be that company. It would be a privilege to work with you again and I very much look forward to it.

Respectfully,

S/Sgt. Timothy D. Morris  
New York State Police  
Communications/TMC

## AUSTIN ENERGY

### AUSTIN, TEXAS

Between 2008-2014, fourteen SM&W personnel provided audiovisual and security systems consulting for the 120,000 sf System Control Center renovation of this leading energy client in Texas. This control center provides real-time monitoring and control of their energy grid, monitoring, and analysis of grid stability, and the ability to predict the results of line failures. As such, reliability and functionality of the communications technology in the control center spaces is vital. Spaces included in this project are the Control Room, System Operations Training Room, Lab Area, Incident Command and War Room, Planning Room, Computer Training, and numerous Conference and Meeting Rooms.



The primary user interface for the Control Room is a management suite of software (controllable via PC) with a secondary user interface via control touch panel. Through an intuitive graphical interface, users can easily select and display sources while activating functions or presets. This space features a 80' x 14' dedicated high-resolution, data-dense video wall. This wall accommodates multiple sources (including transmission map grid) with a continuous virtual desktop capable of opening multiple data and video windows at any location on the wall. In addition, a distribution map board of the Client's entire electric grid is located adjacent to the video wall. Finally, the video wall system includes redundant processing and power supply for continuous operation.



The System Operations Training Room, directly adjacent to the Control Room, is primarily used for training and supplemental meeting space and includes a high-resolution projector with multi-window processor to allow for multiple video sources simultaneously with similar redundant processing and power supply. In addition, multiple wall-mounted flat panel displays are located throughout the room for real-time observation of news and weather conditions.

Due to the highly critical functions of this facility, physical security of the site and building is extremely important. As security consultants, SM&W first provided a threat and vulnerability assessment to verify the current conditions and expected Client requirements. The security system design then carefully considers the multiple personnel needs and provides the appropriate access control, alarm monitoring, and video surveillance throughout the facility.

**Contact Information:** Lora J. Teed, PE, PMP, Project & Asset Management, Power Production, Austin Energy, 721 Barton Springs Road, Austin, TX 78704, 512-505-7159 (office), 517-230-0436 (cell)

# NEW YORK INDEPENDENT SYSTEM OPERATOR (NYISO) HEADQUARTERS

ALBANY, NEW YORK



SM&W's provided technical design direction, Audiovisual/Multimedia, and Acoustical design services for a new Primary Control Center that replaced an antiquated system map that dated back to the 1960's. The facility includes a War Room, Simulation Training, Training, and a Visitor's Gallery that overlooks the Primary Control Room. The Power Control Center features the latest digital monitoring technologies to strengthen grid reliability and security throughout the state and region.

SM&W provided consulting services to assist NYISO in selecting the appropriate display, switching and signal processing technology for this 2N facility, based on their specific needs and requirements as well we assisted in a competitive bid process and award.

The new 2,300-square-foot video wall is (as of 2013) North America's largest utility industry installation. Displaying a massive representation of New York's electric grid, the video wall provides more than 3,000 live status points presenting line flows, line limits, transformer loading, voltages, and generator output. Backup systems provide seamless switch-over capabilities in less than a second – assuring 24x7x365 reliability. Regional electric system information, weather and lightning-strike data, load forecast and other information can be customized for display to assist operators to forecast and mitigate potential system disturbances. The new control center integrates data from the Smart Grid New York phasor measurement unit network. Its advanced synchrophasor technology relays system conditions at a rate of 60 times per second—360 times faster than before, giving grid operators greater ability to rapidly detect irregularities and take corrective action.

The control room is a significant feature of the facility and provides a view of the entire power grid for all of the State of New York. The unique combination of specifically developed software for the display image is married to a specific display solution that provides an optimal view of the power grid for system operators.

The Primary Control Center formatted around an array of 125 - 80" Rear Projection LED cubes in a 5 x 25 format.

SM&W assisted NYISO with evaluating myriad choices for the display system. SM&W developed a project plan and approach that resulted in a fully tested and operational facility on the schedule required.

**Contact Information:** Scott Brennan, NYISO Information Sciences, Network Infrastructure, Telephony, Telemetry, (518) 356-8782, [sbrennan@nyiso.com](mailto:sbrennan@nyiso.com) (see *Client Testimonial* on next page).

**Scott Brennan,  
New York Independent Systems Operators  
NYISO Information Services  
Network Infrastructure, Telephony, Telemetry**



I wanted to take a minute to thank you and your firm for the quality of the technical guidance, design engineering, and overall risk management (risk avoidance) during our many recent projects. Certainly our control room project, which is now the model for all other ISO/Utility organizations throughout the US, speaks highly of your abilities to capture the concepts and goals. Further, you successfully translated our needs into a working model for us to use when both shopping for solutions, as well post bid awarding, was able to “keep the contractors honest” by providing follow-up service.

Just a few of these points are:

1. Identifying technologies that, while proposed, would simply not have worked. This allowed us to avoid hours of re-work and potential legal issues regarding vendor’s implementations.
2. Reviewing the craftsmanship of the installations, and requiring re-work when needed. This risk avoidance speaks specifically to down-the-road issues that we were able to avoid.
3. Making sure the specifications were properly met, which simply stated insured we got what we paid for, as opposed to find omissions out later and having to attempt some sort of remediation from the vendors long after they were paid the final contract installment.

But besides all of these points, what we are most impressed with is your firm’s desire to continue with the relationship, and execute other work we asked for with the same level of professionalism. The control room project had obvious visibility throughout the A/V community. However, some of the smaller projects (some in the \$10k range) do not. Never the less, these projects were met with the same level of completeness and attention to detail, something that impressed all of our senior management.

Lastly, while your skills are appreciated and clearly were pressed into service many, many times, the others on your team showed exemplary workmanship. Andrew Davies work tirelessly on the project(s) and clearly was acting 100% on our behalf. He not only knew the technologies that were being installed, but also had an impressive knowledge of the specifications written to accomplish the solutions. Bottom line here is he had the ability to almost word for word quote the custom specifications written for our projects, and use this information to keep the A/V contractors on track and properly executing their responsibilities.

For all of this we thank you, and look forward to partnering with you on our next two collaboration technology projects.

Scott Brennan, NYISO Information Services  
Network Infrastructure, Telephony, Telemetry  
(518) 356-8782  
[sbrennan@nyiso.com](mailto:sbrennan@nyiso.com)  
[www.nyiso.com](http://www.nyiso.com)

## 10. Personnel

---

### **TYSON LEONARD, ASSOCIATE PRINCIPAL, RCDD**

#### **INFORMATION TECHNOLOGY, INFRASTRUCTURE**

##### **Professional Affiliations**

Airport Consultants Council - ACC IT & Systems Committee.  
Building Industry Consulting Service International (BICSI) RCDD  
National Fire Protection Association (NFPA) – Certified Member  
Society of Cable Telecommunications Engineers (SCTE) - Certified Member  
Network Professionals of America (NPA) – Certified Member

##### **Certifications**

Registered Communications Distribution Designer (RCDD)  
IED Inc., Airport Announcement Control System Design Training  
Extron Electronics, Audio Video Design Training  
FEMA Certified, Professional Development Series  
3M™ Dynatel™ 965 DSP Operation and Field Applications  
Blonder-Tongue Laboratories, Broadband Technical Design Training

##### **Description**

Mr. Leonard is SM&W's Associate Principal in charge of Texas operations and has extensive experience as a Registered Communications Distribution Designer. Mr. Leonard is responsible for the technical oversight and direction on all engineering services provided by the Texas group, the implementation of project management services, the project quality control program, and business development. Tyson's design experience includes writing technical specifications for structured cabling, (outside plant and riser rated cabling systems), Distributed Antenna Systems (DAS), cable management, access control, analog, digital and IP CCTV systems, Master Antenna Television (MATV) systems, integration of building management systems, etc. and experience with extensive network projects, including design and implementation.

##### **Project Experience**

- City of San Antonio, Emergency Operations Center (EOC); San Antonio, Texas
- Williamson County Emergency Operations Center, Austin, Texas
- Apache Corporate Headquarters Building, Houston, Texas
- Southwestern Energy Campus, Spring, Texas
- Xcel Energy, Denver, Colorado
- LaGuardia International Airport- Central Terminal Building, New York, New York
- Anadarko, Houston, Texas
- Dallas Convention Center; Dallas, Texas
- Princess Noura Bint Abdulrahman University and Medical Center, Riyadh, Saudi Arabia
- Deloitte University, Westlake, Texas
- Houston METRO METRONet Project, Houston, Texas

## **J. STEVEN EMSPAK, PARTNER**

### **AUDIOVISUAL**

#### **Description**

J. Steven Emspak, a Partner at SM&W since 1993, has 45 years of field experience in the conceptualization, design and installation of audio, video and audiovisual systems. Mr. Emspak's primary responsibilities are focused on the conceptualization and team management of many SM&W large and complex projects involving all of SM&W's design disciplines.

From 1985 to mid 1988 Mr. Emspak was VP of Operations at Barsky & Associates where he was responsible for the electronic system design of the renowned AT&T Network Operations Center. From this room AT&T manages their entire worldwide network on the largest on-line data display of its kind, incorporating 75 data projectors in a single, unified wall display. Employing diverse and emerging technologies such as large screen data projectors (first application in a 24x7 control room environment), fiber optics (to extend keyboards, mice and displays), and touch screen control technology, this system was on-line 24x7 from 1985 through 1999 when it was replaced by the iconic AT&T GNOC in a newly constructed purpose-built building.

#### **Project Experience**

- Austin Energy, Austin Texas
- Williamson County Emergency Operations Center, Austin Texas
- Verizon Wireless, Dallas TX
- ADNOC – Abu Dhabi Oil Company
- AT&T Wireless Network Operations Center, Master Plan, Seattle, WA
- AT&T World Wide Intelligent Network Control Center, Bedminster, NJ
- Bharti-Airtel Control Room Master Planning, New Delhi India
- City of New York Public Service Answering Center (PSAC) II
- Commonwealth of Pennsylvania – Pennsylvania Emergency Management Agency (PEMA)
- Conrail Command Center, Philadelphia, PA
- IBM Command Center, Boulder, CO
- Internal Revenue Service Command Center - Master Plan, Atlanta, GA
- IRS Joint Operations Center, Fairfax, VA
- Los Angeles Emergency Operations Center, Master Plan, Los Angeles, CA
- New York City Office of Emergency Management HQ & Operations Center
- New York City Office of Emergency Management HQ & Operations Center
- New York ISO Primary Control Center (NYISO), Albany, NY
- New York Police Department Joint Operations Center, New York, NY
- New York State Department of Transportation Region 1 Control Room
- New York State Police – various Locations NY State
- New York State Police, Troop G Headquarters, Albany, NY
- NYPD Headquarters Commissioner's Conference Room
- NYPD Headquarters Joint Terrorism Operations Center
- Office of the Mayor of New York City, Situation and Command Center, NY, NY,
- Prudential Network Command, Roseland, NJ
- Public Safety Answering Center (PSAC II), Bronx, NY
- Reliance Infocom, Mumbai India
- State of Connecticut Office of Emergency Management, Hartford, CT

# JEFF VINKLAREK, SENIOR ASSOCIATE, CTS-D, ISF-C, DMC-D

## AUDIOVISUAL

### Education

Sam Houston State University, Bachelor of Business Administration  
Concentration on Psychology and Political Science

### Professional Affiliations

INFOCOMM International (ICIA)

### Certifications

Certified Technology Specialists (CTS) by INFOCOMM International  
Imaging Science Foundation Certified – ISF-C  
EXTRON Electronics – Advanced School of Audio Visual Technologies  
Creston- Digital Media Certified Designer \_ DMC-D  
Tandberg MXP and Sales Engineer Certification  
Bose- Control Space, Modeler and Auditor Certification

### Description

Mr. Vinklarek has 20 years of experience in Audio/Visual systems. Jeff has been a consultant for architects, end-users and developers on projects throughout the United States, bridging the gap between consulting and engineering to provide project communication and coordination. His 20+ years of experience in the audio video (A/V), security and telecommunications industry have given him the resources to manage all the design divisions in the services Shen Milsom and Wilke provides.

### Project Experience

- City of Victoria Emergency Operations Center, Victoria, TX
- Port of Freeport Emergency Operations Center, Freeport, TX
- Greater Harris County 911 Command Center, Houston, TX
- Texas A & M RecSports Student Recreational Center and Natatorium, College Station, TX
- Tesoro Corporation, San Antonio, TX
- First Unitarian Church of Dallas, Dallas, TX
- Hunt Oil Corporation Dallas, TX
- Masraff's Houston, TX
- Lyondell/ Basell, Houston, TX
- Total Petrochemicals, Houston, TX
- Marathon Oil, Houston, TX
- Leander Independent School District, Leander TX
- Cameron Drilling Systems, Houston, TX
- Collin County Courthouse, McKinney TX
- Dallas County Community College District, Dallas, TX
- Southern Union Company, Houston, TX
- United Way of Texas Gulf Coast Headquarters, Houston, TX
- Administaff Corporate Headquarters, Kingwood, TX
- Boeing, Houston, TX
- MD Anderson Proton Therapy Center, Houston, TX
- Woodforest National Bank, The Woodlands, TX
- Bank of America, Houston, Dallas, Austin, San Antonio, Woodlands, Texas; New York, NY
- Chase Bank, 40 Locations in Texas; New York, NY
- Schlumberger, Over 100 projects, Nationwide

# RONALD E. WILLIS, CTS-D, SENIOR CONSULTANT

## AUDIOVISUAL

### Education

Bachelor of Science, Communication, Psychology Concentration, Marymount University  
Associate of Science, General Studies, Northern Virginia Community College  
Leadership Training for Management Course, Dale Carnegie Training

### Certifications

InfoComm International Certified Technology Specialist-Design (CTS-D)  
Cisco Express Foundation Systems Engineer



### Security Clearances

Level: Top Secret  
Current SCI Adjudication

### Description

Mr. Willis' extensive background in the audiovisual industry includes the management, design, integration and coordination of audiovisual systems in government facilities across the globe. His career began as a corporal in the U.S. Marine Corps, where he managed the design, installation, operation and maintenance of the audiovisual systems in various Marine facilities. Mr. Willis then transitioned to civilian life as a senior audiovisual engineer at a large Systems Integrator (SI). He then moved forward to be the Senior Program Manager responsibility for several units P&L and deployment of technical resources in both classified and unclassified environments. Mr Willis has focused on supporting the DOD and the warfighter, in the design and deployment of large scale complex command and control centers, including domestic and international C2 and C4I facilities.

### Project Experience

- US Government Command and Control Center - Virginia
- U.S. Central Command (CENTCOM) – Tampa, FL
- New York University, Abu Dhabi Campus – Abu Dhabi, UAE
- U.S. Army, 1<sup>st</sup> Theater Support Battalion, Operation Center – Fort Bragg, NC
- U.S. Special Operations Command, Joint Special Operations Command (JSCOC) – Fort Bragg, NC, Iraq, Afghanistan
- U.S. Army Special Operations Command (USASOC)
  - Headquarters – Fort Bragg, NC
  - 1<sup>st</sup> Special Forces Group – Japan
  - 5<sup>th</sup> Special Forces Group – Fort Campbell, KY
- U.S. Army Installation Management Command
  - Headquarters Campus Relocation – San Antonio, TX
  - C2 Operations Center – San Antonio, TX
  - Campus Video Teleconferencing Solutions – San Antonio, TX
- U.S. Army, Joint Chiefs of Staff, National Military Command Center Backup Operations Center Location – Undisclosed Location
- U.S. Army, Regional Satellite Support Center (RSSC) – Wheeler Army Air Field, HI
- U.S. Army, Wideband Satellite Operations Centers (WBSOC) – Fort Detrick, MD; Fort Meade, MD; Wahiawa, HI; Okinawa, Japan
- U.S. Central Command Forward Headquarters, Multiple Operations and Control Centers – Qatar
- U.S. Coast Guard, Multiple Operations Centers – Moorestown, NJ
- U.S. Department of Homeland Security, Multiple Operations Centers – Moorestown, NJ

## 11. Project Management Structure

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Tyson Leonard will serve as the dedicated project manager and will be the single point of contact and interface with the City project management and team personnel. Tyson is responsible for establishing a communications plan with the City project management team, meeting the project schedule, identifying risks and providing collaborative risk mitigation responses, and overseeing the established quality control process for the projects. As project manager, Tyson will dedicate approximately 20% of his time to the City of Austin EOC project.

Steve Emspak will serve as the overarching lead for the project working within the SM&W Project Team and the client/end-users to achieve the desired end result. As such, Steve will be responsible for meeting with the City project management and team personnel to collect the project's technology requirements, assess current conditions, discuss industry standards, collaborate on available solutions for the project, project budgetary analysis and assist to identify risks and coordination items that are imperative to the project's success. Steve will dedicate approximately 10% of his time to the City of Austin EOC project. Steve has programmed all of EOC's mentioned in our credentials.

Jeff Vinklerek will serve as the local design support personnel. He will be responsible for producing deliverables that are complete to aide in the implementation RFP process, continued coordination of the program design, project budgetary analysis and implementing SM&W through QA/QC process throughout the design phase. In addition, Jeff will be actively involved in the quality assurance and systems testing phase of each phase. Jeff will dedicate approximately 20-30% of his time to the Austin EOC project.

Ron Willis will serve as a supplemental technical resource for the project as necessary.

## 12. Audiovisual Scope of Services

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SM&W will provide a complete set of audiovisual design services in coordination with the architectural process; we will provide the design, specification, documentation and implementation support necessary to achieve a successful project. This will ensure that **CTECC Video Switch Replacement**'s requirements are met and that they have a fully developed and comprehensive audiovisual system capable of performing to the required level of operational and communicative needs.

SM&W anticipates that audiovisual systems and services will be provided in the following spaces:

- Phase 1
  - Meet with COA EOC team members to evaluate existing systems.
  - Gather requirements for the future system from the COA EOC team members
  - Provide a Requirements Document for the COA to review. This document will be an overall recap of the initial systems evaluation and the requirements provided by the COA EOC team members.
  - Work with manufacturers to insure integration with the COA/TC EOC
  - Provide a budgetary cost estimate to the COA based upon the previous Requirements Document. Please note that this document will most likely need to be adjusted based upon the overall systems budget.
  - Provide a RFP Document for audiovisual systems integrators. This document will include our complete bid specifications and systems performance criteria.
  - Review Contractors Bids with the COA team and provide assistance with analysis of the proposals
  - Provide construction administration of the project to insure that the implementation of the video systems is done properly.
  - Provide cost and a roadmap for the future Video Management System

### Phase 2

- Gather requirement for the Video Management System and insure that the pricing is in line with what we provided in Phase 1 Provide a Requirements Document to be discussed with the COA EOC team. This document will be a recap of our previous meetings
- Provide a Video Management System Design plan that includes future incorporation of Austin's traffic cameras and toll cameras
- Work with manufacturers to insure integration with the COA/TC EOC
- Provide an RFP Document for audiovisual systems integrators
- Review Contractors Bids with the COA team and provide assistance with analysis of the proposals
- Provide construction administration of the project to insure that the implementation of the video systems is done properly.

The following assumptions are provided for the purposes of clarifying the proposed scope of work:

- This proposal response does not include the redesign of existing video system endpoints or updating the existing video wall located within the EOC

## SCHEMATIC DESIGN

In this phase, SM&W's will conduct interviews and research any existing **CTECC Video Switch Replacement** standards in order to understand the audiovisual goals and requirements for the project.

We will translate these requirements into a report that will provide the baseline by which the design will be compared for accuracy and completeness of implementation throughout the remaining project phases.

## TASKS

1. Conduct collaborative interviews with designated **City of Austin / CTECC Video Switch Replacement's** personnel to determine the nature and extent of the audiovisual facilities and systems required. These interviews are intended to be a dialogue to exchange information, explore technologies and to discuss day one and future technologies for which provisions should be made.
2. Review the conceptual plans for the facility and existing elements to be incorporated into the project.
3. Prepare a program report which will include:
  - a. A listing of audiovisual spaces that describes how the spaces will be used, the number of participants and the furniture arrangements required.
  - b. A delineation of systems capabilities that should be considered for a room, or room type. This information will be presented in terms of screen, projection, audio, control, and video display capabilities. A distinction will be made between capabilities that we recommend be dedicated, portable and for which only future provisions should be made.
  - c. Preliminary budgeting estimates to reflect the cost of equipment and installation by a systems contractor. This preliminary budget information is presented in matrix format according to each major system and will be used in developing costs for the project.
4. Discuss the report with **CTECC Video Switch Replacement's** personnel, present our findings, and answer any questions the client may have. Based on the discussions, we will provide one (1) revision of our report and budget for final approval.

## DELIVERABLES

Issued at 50% and 100% Completion

- Schematic Design Report
- Preliminary Systems Budget

## DESIGN DEVELOPMENT

During this phase, SM&W will provide information that will enable the design of spaces and adjacencies. This will allow other disciplines to coordinate audiovisual requirements with acoustics, electrical, HVAC, information technology and lighting.

## TASKS

1. Analyze **City of Austin / CTECC Video Switch Replacement's** development drawings. We will determine space requirements for all audiovisual equipment, sightlines, projection lines, ceiling height requirements, projection room depths and other coordination items.
2. Submit device data sheets for architecturally significant components typical of devices included in the basis of design. These devices may change due to the nature of the electronics industry, and they will be used to demonstrate the design intent through the initial design process.
3. Develop audiovisual electrical drawings showing required raceways, junction boxes, and power locations for the audiovisual systems equipment. The information contained in these drawings is not intended for construction, they are to be used by the electrical engineer for transfer into their electrical construction documents.
4. Develop initial audiovisual facility drawings showing audiovisual device locations for preliminary interiors and general coordination. The facility drawings will indicate elements such as projection screens, projectors, flat-panel displays, equipment racks, cameras and speakers and will utilize basis-of-design equipment to show actual device sizing.

5. Review and comment on the electrical contract drawings after inclusion of our input in order to ensure the complete and accurate transfer of information. We will work with the project team to ensure that the project MEP has incorporated all AV infrastructure requirements into the architectural and MEP drawing submittals.

## **DELIVERABLES**

Issued at 50% and 100% Completion

- Design Development Facility Plans
- Design Development Electrical Requirements
- Design Development Infrastructure Requirements

## **CONSTRUCTION DOCUMENTS**

### **PART 1: INFRASTRUCTURE DESIGN**

During this phase, SM&W will complete all design documents in order to produce a package that can be released for tender and implementation. Final details for device/system placement and mounting shall be coordinated with the design team members in order to ensure that the system(s) are installed and built as required in order to meet the established basis of design.

### **TASKS**

1. Review and analyze **City of Austin / CTECC Video Switch Replacement's** development drawings. We will determine the final space requirements for audiovisual equipment, and we will review the viability of sightlines and projection paths, ceiling height requirements and other coordination items based upon the finalized audiovisual program report and design development documents.
2. Finalize the audiovisual facility drawings, showing audiovisual device locations for interiors and general coordination. The facility drawings will indicate elements such as projection screens, projectors, flat-panel displays, equipment racks, cameras and speakers and will utilize basis-of-design equipment to show actual device sizing.
3. Coordinate with the architect and other consultants retained by the **CTECC Video Switch Replacement**.
4. Coordinate system requirements to ensure cabinet/rack space, electrical and HVAC and telecommunications cabling requirements are being addressed.
5. Develop and finalize the audiovisual detail drawings, which will provide supplemental information about the final mounting, support, enclosures, and other elements required for the coordinated installation of audiovisual devices.

## **DELIVERABLES**

Issued at 50% and 100% Completion

- Audiovisual Construction Document Facility Plans
- Audiovisual Construction Document Electrical Requirements
- Audiovisual Construction Document Infrastructure Requirements

### **PART 2: SYSTEMS DESIGN**

During this phase, SM&W will provide systems design and specification for the active components of the audiovisual system that will utilize the infrastructure from the audiovisual electrical and facility drawings coordinated with the Architectural and Electrical drawings. This ensures that **CTECC Video Switch Replacement** is able to maximize equipment functionality and economies due to the regular and constant involvement of audiovisual technologies and equipment.

## TASKS

1. Provide audiovisual signal flow diagrams for audio, video, control, and network-connected devices, showing the design intent interconnections among components.
2. Create single component line item equipment lists that detail each piece of equipment by manufacturer and model number as well as software requirements setting the specifications for system software that will be required.
3. Develop general specifications that detail the scope of work, system performance requirements, installation and integration requirements, user training requirements and system acceptance testing
4. Develop detailed specifications that outline the functional requirements for each system.

## DELIVERABLES

Issued at 50% and 100% Completion

- Audiovisual Systems Specification
- Audiovisual Basis of Single Item Equipment Lists (i.e. Bid Form)
- Audiovisual System Basis of Design Signal Flow Drawings

## BID AND AWARD

During this phase, we work with the design team and **City of Austin / CTECC Video Switch Replacement** to ensure all documentation is provided as required, information is reviewed in a fair and equitable manner and the best combination of contractor, solution and price is selected.

## TASKS

1. Develop a list of installation contractors to ensure that qualified, licensed and certified vendors are selected.
2. Issue documents for bid in coordination with **City of Austin / CTECC Video Switch Replacement**, engineers, the general contractor/construction manager and project manager.
3. Respond to requests for information (RFIs) from bidders as required.
4. Review, level and evaluate bid responses for each system in order to provide the end user with further understanding of any responses.
5. Prepare documentation with findings and recommendations for submitted proposals and for final review by **City of Austin / CTECC Video Switch Replacement** in order to allow for informed final decisions.

## DELIVERABLES

- List of Qualified Contractors
- Bid Evaluation Summary
- Recommendation for Award

## CONSTRUCTION ADMINISTRATION

During this phase, SM&W will provide services and personnel to assist with project management and to coordinate the installation of the audiovisual systems. This will ensure that the system is delivered on time and on budget and that it meets all performance requirements. Throughout construction, we will be available to answer questions from **City of Austin / CTECC Video Switch Replacement**, the general contractor/construction manager, engineers, and other consultants regarding the project design contract drawings, submittals and construction progress.

## TASKS

1. Review and comment on system-related shop drawings, product specifications and literature pertaining to our construction documents and submitted by the general contractor/construction manager or subcontractor.
2. Provide site inspections to examine quality of work, to ensure adherence to project specifications and design documents and to report any existing issues. Systems acceptance testing will not be performed until the AV Contractor's system checkout has been completed and the test results have been approved.
3. Provide a final inspection of the facility/system and prepare a final punch list of items to be completed or corrected for each system upon approval of the test results.
4. Review as-built documentation for each system to ensure that all required information has been included as per the design documents and specifications.
5. Ensure all knowledge transfer and closeout activities are completed to **CTECC Video Switch Replacement's** satisfaction.

## DELIVERABLES

- Request for Information Responses
- Review of Shop Drawings and Submittals
- Punch List and Site Inspection Reports

## 13. Fee and Meetings

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### FEE COMPENSATION

For consulting services described herein, please see "Attachment A.R - Price Proposal Form."

### MEETINGS & SITE VISITS

Our meeting/site visit breakdown shall be as follows:

#### Phase 1

<b>Meetings/Site Visits</b>	<b>Audiovisual</b>
5.1.1-5.1.6 Requirements Document	2
5.1.7-5.1.9 Video Switch Replacement Design	2
5.1.10-5.1.11 Switch Replacement Statement of Work	2
5.1.12-5.1.14 RFP Response Review of Implementation Vendor	1
5.1.15-5.1.18 Quality Assurance of Implementation	4
5.1.19 Video Management System Roadmap with Cost	1
<b>TOTAL</b>	<b>12</b>

#### Phase 2

<b>Meetings/Site Visits</b>	<b>Audiovisual</b>
5.2.3 Requirements Document	1
5.2.2, 5.2.4-5.2.7 Video Management System Design Plan	1
5.2.8-5.2.9 Video Management Systems Statement of Work	2
5.2.10-5.2.13 RFP Response Review of Implementation Vendor	1
5.2.14-5.2.17 Quality Assurance of Implementation	2
<b>TOTAL</b>	<b>7</b>

## 14. Terms of Agreement

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Fees contained in this proposal are valid for ninety (90) days upon submission of proposal. Fees do not include any sales or local taxes that may be applicable based on type of service and/or delivery (nexus) of service and will be invoiced in addition to fees.

### INVOICING

Fees shall be invoiced monthly on the basis of the consulting disciplines percentage of completion for the given scope of work. Invoices are due and payable within 30 days of invoice date.

### ADDITIONAL SERVICES

If additional services, including but not limited to request for changes in previously approved work, are requested beyond the basic services, we shall receive additional compensation at the following hourly rate schedule:

Staff	Texas Hourly Rate
Partner	\$175
Principal	\$175
Associate Principal	\$175
Senior Associate/ Consultant	\$145
Associate	\$115
Consultant	\$90
CAD Designer	\$75
Staff	\$65

### REIMBURSABLE EXPENSES

We shall be reimbursed monthly, at cost, for project-related direct expenses including, but not limited to, travel and lodging, printing, express mail delivery. Travel mileage will be billed at the current IRS-approved mileage rate at the time the travel is conducted.

### DOCUMENTATION/ TRANSLATION

All documents produced and delivered by SM&W will be transmitted in English. SM&W requires all documents issued to us for coordination purposes to be issued in English.

### ARCHITECTURAL DRAWINGS

**City of Austin / CTECC Video Switch Replacement** shall provide SM&W with a copy of its Building Information Modeling (BIM) Implementation Plan, BIM Standards and/or AutoCAD® standards. Where standards are not provided SM&W will assume use of its own. The BIM model is intended to create construction documents and will not to be used as a construction source. Any level of detail to be provided beyond what is required for the construction documents can be provided as additional services.

Fees contained in this proposal are based on the assumption that SM&W will be provided architectural drawings for the project in AutoCAD 2013(or newer) or Revit 2014(or whichever is most current Revit release) format no less than ten (10) working days before the date of the deliverable so that we may add our infrastructure and design details to these drawings. Delays in receiving architectural drawings outside of requested guidelines may result in document production delays. Should architectural drawings be provided in an alternate format or should the format for the architectural drawings be altered during the course of the project, SM&W reserves the right to evaluate the additional time necessary to manage the production work and to negotiate fee revisions in an equitable manner.

SM&W shall update their model and CAD files only when changes by other project teams affect areas specific to SM&W's work; or unless otherwise agreed on with the client. SM&W shall be provided with a new model or CAD files; and be provided in writing, notification of only the specific areas that affect SM&W's work when such updates occur. SM&W will update their model no more than once a week at request only; unless otherwise agreed on.

File updates represent a progress model of the file and not a milestone design completion. At formal submission milestones, SM&W will provide drawing submittals in addition to the latest BIM synchronized with all of the disciplines in its purview. Drawings will be provided as PDF files using the file naming scheme specified by the architect. SM&W can provide additional electronic file submissions during the course of the project milestone submission as additional services.

SM&W can provide coordination of devices and cable pathway elements as well as provide NavisWorks® collision-detection files as an additional service.

## **CONTRACT SUSPENSION/TERMINATION**

Should the project be suspended for more than three (3) months or abandoned or should you elect to terminate our services prior to completion of the work, SM&W shall be compensated for services performed and reimbursable expenses expended up to the date of termination. If the project is resumed after being suspended for more than six (6) months, our compensation shall be equitably adjusted.

## **EXTENT OF AGREEMENT**

This agreement will constitute the entire agreement of the parties concerning the project and supersedes all prior negotiations. This agreement may be modified only in writing, if agreed to by both parties.

Please note that SM&W cannot mobilize nor commit resources to this project without a letter of agreement confirming scope of work, fees and billing arrangements. If you find this proposal agreeable, kindly signify your acceptance in the space provided below and return a copy to us for our files.

## **AGREED AND ACCEPTED:**

On behalf of Shen Milsom & Wilke LLC:



Steve Emspak  
Partner  
417 Fifth Avenue, 5<sup>th</sup> Floor  
New York, NY 10016  
P: 212-725-6800  
F: 212-725-0864

On behalf of **City of Austin / CTECC Video Switch Replacement:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**GOAL DETERMINATION REQUEST FORM**

<b>Buyer Name/Phone</b>	Sai Purcell/974-3058	<b>PM Name/Phone</b>	Brenda Barnard/(512) 974-6517
<b>Sponsor/User Dept.</b>	CTM	<b>Sponsor Name/Phone</b>	Robert Turner/974-0759
<b>Solicitation No</b>	PAX0134	<b>Project Name</b>	Consultant for Video Switch Replacement
<b>Contract Amount</b>	\$180,000.00	<b>Ad Date (if applicable)</b>	Advertisement Date
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – Design Build <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> AD – JOC <input type="checkbox"/> IFB – Construction <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Ratification <input type="checkbox"/> Sole Source*			
<b>Provide Project Description**</b>			
<p>Consultant services for two phases work.</p> <p>Phase 1 - This phase include assessment of the current system and functional and technical requirements development for statement of work that will be used for an RFP of the Video Switch Replacement solution. Contractor act as a subject matter expert throughout the RFP process.</p> <p>Phase 2 - This phase will be based upon the successful completion to Phase I. Date and funding availability for this phase is not know at this time. The Consultant will develop functional and technical requirement development statement of work that will be used for an RFP of the Video Management System solution.</p>			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
First contract of its kind.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
91800 - 100%			
Sai Xoomsai Purcell		5/5/2016	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption  
 \*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	5/5/2016	<b>Date Assigned to BDC</b>	5/6/2016
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			

**GOAL DETERMINATION REQUEST FORM**

<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals

**GOAL DETERMINATION REQUEST FORM**

**This determination is based upon the following:**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

**MBE/WBE/DBE Availability**

The one scope identified has availability- 64 MBE firms and 38 WBE firms

**Subcontracting Opportunities Identified**

There are no subcontracting opportunities.

Jessica Oberembt

**SMBR Staff** 

**Signature/ Date** 05/06/16

**SMBR Director or Designee** 

**Date** 5-10-14

**Returned to/ Date:**

**CTECC Video Switching Equipment Upgrade**  
**RFP Section 0500 (2 Phases)**

**1. About the City of Austin**

The City of Austin, Texas, with a metropolitan area population of over 2 million, is the 11th largest city in the country. This vibrant and dynamic city tops numerous “Best” lists for business, entertainment, cost of living and quality of life. Austin was selected as the “Best City for the Next Decade” (Kiplinger), the “Top Creative Center” in the US (Entrepreneur.com), and is in the Top Seven List of Intelligent Communities for 2012 as ranked by the Intelligent Community Forum. Austin continues to lead the country with its vision of being the “Most Livable City in the Country”, emerging as a player on the international scene with such events as SXSW, Formula 1 and being home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems. From the home of state government and the City of Texas, to the “Live Music Capital of the World” and its growth as a film center, Austin has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, Austin's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond.

**2. Project Background**

The Combined Transportation, Emergency & Communications Center (CTECC) is the central facility that houses communications operations for the various public safety agencies in the area. The Austin/Travis County Emergency Operations Center (A/TCEOC) is housed in this building and coordinates decision-making and support for major emergencies for both the City of Austin (COA) and Travis County.

The operations floor includes representatives from Capital Metro Transportation, the Texas Department of Transportation (TxDOT), the Travis County Sherriff's Office, the Austin Police Department (APD), the Austin and Travis County Emergency Management Services (A/TCEMS), and the Austin Fire Department (AFD). The display wall on the operating floor of CTECC is used to display video originating from traffic cameras located on roadways in the Austin area. There are a total of 60 displays arranged into 11 display groups. These displays are used 24 x 7 to support the TxDOT Intelligent Transportation System (ITS) corridor traffic management system. The video wall was installed when the building was commissioned in 2003. The light engines for the video wall were replaced in August 2015. The video wall is capable of receiving both analog and digital video sources.

The video switching equipment was also installed in 2003 and consists of four Electrosonic Vector V4108 wall processors and an Electronic ES5951 Multi-image display processor.

The intent of the video switching equipment upgrade project is to provide CTECC with a new, fully integrated network-based system that is completely digital and scalable, able to accept video in various formats, including analog and IP based. In order to achieve this objective, it is imperative that there is an understanding of all existing video feeds, as well as planned video feeds for the future and the needs of users.

The COA is seeking responses from experienced video consultants or consulting firms to work with COA on two project phases related to the CTECC video wall. The first phase would include development of a Video Switch Replacement Design, including requirements and specifications. This phase would also include development of a statement of work that will be used to advertise for an implementation vendor to upgrade the current system. This work will be used to upgrade or replace the Electrosonic matrix switches connected to the video wall. This also includes assistance with evaluating RFP responses from implementation vendors for the Video Switch Replacement and quality assurance of the implementation process. In addition, this phase includes the development of a roadmap, with a technology review and costs for a Video Management System. The second part of the engagement would be at a future date, and includes the development of a Video Management System Design Plan with requirements and specifications for hardware and software for the overall management of public safety tactical video for various stakeholders. The Video Management System Design Plan must take into account how to aggregate video from multiple sources in various formats and distribute them to various users in different locations, and how to accomplish this in a phased manner. The Video Management System Design Plan includes the development of a separate statement of work to advertise for an implementation vendor to develop and install a video management system at a later date. Phase two of the engagement also includes assistance with evaluating RFP responses from implementation vendors for the Video Management System and quality assurance of the implementation process.

***The chosen consultant or consulting firm must understand that participation in any response to solicitations arising from this consultative work is prohibited. The consultant or consulting firm must not be affiliated with any potential responding video implementation vendors or any manufacturers.***

### **3. General Description of Project:**

The City of Austin (COA) proposes to engage a Contractor to analyze the current and future needs of various stakeholders, including the City of Austin, the Austin/Travis County Office of Emergency Management (A/TCEOC), Austin Police Department (APD), Austin Fire Department (AFD), Austin/Travis County Department of Emergency Medical Services (A/TCEMS), City of Austin Transportation Department (ATD), Texas Department of Transportation (TxDOT), other transportation entities, and potentially other entities with sources of video feeds to the CTECC operating floor.

COA anticipates that the project will be divided into two phases with the timeline and budget to be determined for each phase. The timeframe for Phase 1 will be completed within 6-10 months from the selected Contractor start date. The timeline for Phase 2, will be determined at a future time.

#### **4. Detailed Information on Tasks**

This effort will have two distinct phases:

Phase 1 is assessment, requirements and the development of the Video Switch Replacement Design Plan. This phase includes the creation of a Statement of Work (SOW) suitable for a Request for Proposal (RFP) solicitation of a Video Switch Replacement solution, the RFP response review of the implementation vendor and quality assurance on the selected implementation contractor. In addition, this phase includes the development of a roadmap, with a technology review and costs for a Video Management System Roadmap.

Phase 2 is the assessment, requirements and the development of a Video Management System Design Plan, taking into account the future needs of the City of Austin and its partners. This phase includes the creation of a Statement of Work (SOW) suitable for a Request for Proposal (RFP) solicitation of a Video Management System solution, the RFP response review of the implementation vendor, and quality assurance on the selected implementation contractor for the Video Management System. It is anticipated that this phase will be initiated at a later date and will be dependent on future budget requests.

##### **4.1 Phase 1 Tasks: Assessment and Requirements, Development of the Video Switch Replacement Design Plan, and the Creation of Video Switch Replacement Statement of Work (SOW), Review of RFP Responses and Quality Assurance for Video Switch Replacement. Video Management System roadmap with technology review and costs.**

- 4.1.1 The selected Contractor shall complete an assessment of the video wall equipment/systems currently used at CTECC. As part of the assessment, the selected Contractor will meet with the providers of current and future video feeds to gain an in-depth understanding of their technology and technology roadmap. The selected Contractor shall coordinate work with the COA Information Technology (IT) project manager, Communication and Technology Management (CTM) representative(s), CTECC IT staff, the Texas Department of Transportation (TxDOT) and any other identified stakeholders.
- 4.1.2 The selected Contractor shall gather and finalize functional and technical requirements with identified stakeholders.

- 4.1.3 The selected Contractor shall provide project stakeholders information and up to three presentations on current and innovative technological strategies for the COA.
- 4.1.4 The selected Contractor shall assist the COA team with development of the video implementation vendor solicitation SOW.
- 4.1.5 The selected Contractor shall include budgetary cost estimates for this phase of the project.
- 4.1.6 The selected Contractor shall include the following in the completed plans:
  - 4.1.6.1 Include technical and functional requirements from various stakeholders
  - 4.1.6.2 Include evaluation criteria for the RFP that will be released to implementation vendors
  - 4.1.6.3 Identify the types of software and hardware needed for current and future phases of the project
  - 4.1.6.4 Leverage existing equipment and technology where it meets functional and technical requirements
  - 4.1.6.5 Provide for system scalability that allows for increases of inputs and outputs and ease of sharing video
  - 4.1.6.6 Include the capacity and capability to work with other systems in the building and network, and outside of the network
  - 4.1.6.7 Include new technology that reduces lifecycle costs
  - 4.1.6.8 Minimize system support costs
- 4.1.7 The selected Contractor shall include current and updated as-built documentation, as needed, for the existing system
- 4.1.8 The selected Contractor shall describe the work that needs to be performed by an implementation contractor to upgrade or replace the current video switching equipment.
- 4.1.9 The selected Contractor shall advise the COA evaluation team during the response evaluations.
- 4.1.10 The selected Contractor, although not part of the evaluation team, shall provide COA with recommendations on how best to review the proposals in order for the evaluation team to select the most qualified implementation vendor.
- 4.1.11 Upon the award of the implementation vendor by the COA, the Contractor shall monitor the implementation vendor to ensure they perform in accordance with their contract and the system plan and design.
- 4.1.12 During the system implementation, the selected Contractor shall visit the job site regularly to check on the implementation vendor progress, quality of workmanship and assist COA with any required issue/incident resolution.

- 4.1.13 The selected Contractor shall complete an assessment of video management system needs and will meet with the providers of current and future video feeds to gain an in-depth understanding of their technology and technology roadmap. The selected Contractor shall coordinate work with the COA Information Technology (IT) project manager, Communication and Technology Management (CTM) representative(s), CTECC IT staff, the Texas Department of Transportation (TxDOT), the Austin Transportation Department (ATD), Central Texas Regional Mobility Authority (CTRMA), Capital Metro, and any other identified stakeholders.
- 4.1.14 The selected Contractor shall provide project stakeholders information and up to three presentations on innovative technological strategies for the COA.
- 4.1.15 The selected Contractor shall provide a written report including a roadmap, with phases and costs, that covers the future upgrades for a Video Management System Roadmap. The documents provided from this phase will be utilized to develop a feasibility plan and obtain funding for the future phases.

**4.2 Phase 2 Tasks: Assessment and Requirements for Video Management System, Development of the Video Management System Design Plan, and Creation of Video Management System Statement of Work (SOW)**

- 4.2.1 Based upon the written report that includes the roadmap for a Video Management System, the selected Contractor shall gather and finalize functional and technical requirements with identified stakeholders.
- 4.2.2 The selected Contractor shall develop a Video Management System Design Plan.
- 4.2.3 The selected Contractor shall include budgetary cost estimates for each phase of the project.
- 4.2.4 The selected Contractor shall assist the COA team with development of the video implementation vendor solicitation SOW.
- 4.2.5 The selected Contractor shall describe the work that needs to be performed by an implementation contractor to implement a comprehensive video management system.
- 4.2.6 The selected Contractor shall include the following in the completed plans:
  - 4.2.6.1 Include technical and functional requirements from various stakeholders
  - 4.2.6.2 Include evaluation criteria for the RFP that will be released to implementation vendors
  - 4.2.6.3 Identify the types of software and hardware needed for current and future phases of the project
  - 4.2.6.4 Leverage existing equipment and technology where it meets functional and technical requirements
  - 4.2.6.5 Provide for system scalability that allows for increases of inputs and outputs and ease of sharing video

- 4.2.6.6 Include the capacity and capability to work with other systems in the building and network, and outside of the network
- 4.2.6.7 Include new technology that reduces lifecycle costs
- 4.2.6.8 Minimize system support costs
- 4.2.7 The selected Contractor shall advise the COA evaluation team during the response evaluations.
- 4.2.8 The selected Contractor, although not part of the evaluation team, shall provide COA with recommendations on how best to review the proposals in order for the evaluation team to select the most qualified implementation vendor.
- 4.2.9 Upon the award of the implementation vendor by the COA, the Contractor shall monitor the implementation vendor to ensure they perform in accordance with their contract and the system plan and design.
- 4.2.10 During the system implementation, the selected Contractor shall visit the job site regularly to check on the implementation vendor progress, quality of workmanship and assist COA with any required issue/incident resolution.

## 5. Description of Deliverables:

This engagement will be deliverables based and shall consist of the following

Deliverables:

- 5.1 **Phase 1 Deliverables: Assessment, Requirements, Video Switch Replacement Plan, Video Switch Replacement Statement of Work (SOW), RFP Response Review and Quality Assurance. Video Management System roadmap with technology review and costs.**
  - 5.1.1 The selected Contractor shall research the current state of equipment in CTECC, and shall provide a written analysis of the equipment in its current functional state to the City of Austin's Contract Manager for review.
  - 5.1.2 The selected Contractor shall also research inputs and outputs and interoperability of the video switching system with the other systems in CTECC, the City, and partner stakeholders and provide written recommendations for inputs, outputs and capabilities for system expansion and future growth beyond just CTECC.
  - 5.1.3 The selected Contractor shall provide written recommendations for the priority of equipment replacement to the City of Austin's Project Manager for approval.
  - 5.1.4 The selected Contractor shall develop a Video Switch Replacement Design, including cost estimates, and how the phases should be completed in writing to the City of Austin's Project Manager for approval.

- 5.1.5 The selected Contractor shall recommend innovations and a path to interoperability with the other systems in writing to the City of Austin's Project Manager for approval.
- 5.1.6 The selected Contractor shall gather requirements and recommended technical specifications that will be utilized to develop the system plan. The selected Contractor shall submit these requirements and specifications in writing to the City of Austin's Project Manager for approval.
- 5.1.7 The selected Contractor shall develop a system design that reflects a scalable, video switching system suitable for 24/7 operations that will be easy to use and will re-use any equipment that is still viable and in good condition as part of the Video Switch Replacement Design.
- 5.1.8 The selected Contractor shall deliver document(s) with the detailed functional and technical requirements and specifications suitable for the statement of work.
- 5.1.9 The selected Contractor shall develop documentation that represents the existing infrastructure design including raceway (conduit, cable trays, and risers), power, grounding, equipment room layouts, device coordination details, etc.
- 5.1.10 The selected Contractor shall develop and provide any necessary designs and drawings in a mutually agreed upon, editable electronic format.
- 5.1.11 The selected Contractor shall include limitations and information that will be useful for understanding the replacement roadmap and phased approach to replacing equipment and infrastructure.
- 5.1.12 The selected Contractor shall develop a detailed SOW suitable for an RFP solicitation and contracting purposes for the Video Switch Replacement. The SOW shall be submitted to the City of Austin's Project Manager for written approval.
  - 5.1.12.1 The SOW shall be a vendor/brand neutral document with the detailed functional and recommended technical requirements and specifications for a scalable, reliable system.
  - 5.1.12.2 The SOW shall include limitations and information that will be useful for the responding implementation vendors to understand the replacement roadmap and phased approach to replacing equipment and infrastructure.
  - 5.1.12.3 The SOW shall require the implementation vendor(s) to validate design documentation and make any needed adjustments prior to installation and as-builts drawings and documentation in an agreed upon, editable format.
  - 5.1.12.4 The SOW shall require the implementation vendor(s) to disclose if any of the software and hardware is proprietary.

- 5.1.12.5 The SOW shall require the implementation vendor(s) to provide systems testing documentation prior to testing and to be onsite for testing activities.
- 5.1.12.6 The SOW shall include required systems administration and support training and end-user training and training documentation that can be re-used.
- 5.1.12.7 The SOW shall include requiring the implementation vendor(s) to provide all warranty and manufacturer equipment manuals in a mutually agreed upon format.
- 5.1.12.8 The SOW shall include requiring the implementation vendor(s) to provide all support agreement model, response times and costs for multiple years.
- 5.1.13 The selected Contractor shall provide a list of known implementation vendors for the bid to the COA. The consultant must not have any affiliation to the implementation vendors.
- 5.1.14 The selected Contractor shall provide any required responses to implementation vendor questions after each solicitation is issued, as directed by COA.
- 5.1.15 The selected Contractor shall provide COA with written recommendations on how best to review the responses to proposals in order for the evaluation team to select the most qualified implementation vendor(s).
- 5.1.16 The selected Contractor shall provide information regarding submitted proposals and whether or not respondents meet functional and technical requirements.
- 5.1.17 The selected Contractor shall provide weekly status reports and schedule meetings, as required, to monitor the implementation vendor's quality of workmanship and ability to complete the implementation according to the system plan and implementation schedule.
- 5.1.18 The selected Contractor shall participate during on-site acceptance testing and provide written recommendations to COA in regards to acceptance of the system.
- 5.1.19 The selected Contractor shall provide to the City of Austin's Project Manager for written approval, a detailed review of the implementation vendor's test plan and checklist for system acceptance testing.
- 5.1.20 The selected Contractor shall ensure that all documentation and software has been provided to COA from the implementation vendor in an agreed upon, editable format.
- 5.1.21 The selected Contractor shall develop a roadmap, including technology review, costs, phases, and information that will be useful for understanding the approach to replacing equipment and infrastructure as part of the Video Management System roadmap. The Video Management System roadmap shall be submitted in writing to the City of Austin's Project Manager for approval.

**5.2 Phase 2 Deliverables: Assessment, Requirements, Video Management System Design Plan, Video Management System Statement of Work (SOW), RFP Response Review and Quality Assurance.**

- 5.2.1 Depending upon the successful completion of Phase 1 and funding, the selected Contractor shall receive a notice to proceed with Phase 2.
- 5.2.2 The selected Contractor shall develop a Video Management System Design Plan, including cost estimates, and how the phases should be completed. This work will build upon the Video Management System roadmap completed in Phase 1.
- 5.2.3 The selected Contractor shall gather requirements, recommended technical specifications and deliver document(s) with the detailed functional and technical requirements and specifications suitable for the statement of work in writing to the City of Austin's Project Manager for approval.
- 5.2.4 The selected Contractor shall recommend innovations and a path to interoperability with the other systems in writing to the City of Austin's Project Manager for approval.
- 5.2.5 The selected Contractor shall develop a system design that reflects a scalable, video switching system suitable for 24/7 operations that will be easy to use and will re-use any equipment that is still viable and in good condition as part of the Video Switch Replacement Design.
- 5.2.6 The selected Contractor shall submit the Video Management System Design Plan to the City of Austin's Project Manager for approval.
- 5.2.7 The selected Contractor shall develop and provide any necessary designs and drawings in a mutually agreed upon, editable electronic format.
- 5.2.8 The selected Contractor shall develop a detailed SOW suitable for an RFP solicitation and contracting purposes for the Video Management System, based on the Video Management System Design Plan. The SOW shall be submitted to the COA Project Manager for written approval.
  - 5.2.8.1 The SOW shall be a vendor/brand neutral document with the detailed functional and recommended technical requirements and specifications for a scalable, reliable system.
  - 5.2.8.2 The SOW shall include limitations and information that will be useful for the responding implementation vendors to understand the replacement roadmap and phased approach to replacing equipment and infrastructure.
  - 5.2.8.3 The SOW shall require the implementation vendor(s) to validate design documentation and make any needed adjustments prior to installation and as-builts drawings and documentation in an agreed upon, editable format.
  - 5.2.8.4 The SOW shall require the implementation vendor(s) to disclose if any of the software and hardware is proprietary.

- 5.2.8.5 The SOW shall require the implementation vendor(s) to provide systems testing documentation prior to testing and to be onsite for testing activities.
- 5.2.8.6 The SOW shall include required systems administration and support training and end-user training and training documentation that can be re-used.
- 5.2.8.7 The SOW shall include requiring the implementation vendor(s) to provide all warranty and manufacturer equipment manuals in a mutually agreed upon format.
- 5.2.8.8 The SOW shall include requiring the implementation vendor(s) to provide all support agreement model, response times and costs for multiple years.
- 5.2.9 The selected Contractor shall provide a list of known implementation vendors for the bid to the COA. The consultant must not have any affiliation to the implementation vendors.
- 5.2.10 The selected Contractor shall assist the COA with the review of responses to the Video Management System SOW and provide oversight to the implementation of the solution.
- 5.2.11 The selected Contractor shall provide any required responses to implementation vendor questions after each solicitation is issued, as directed by COA.
- 5.2.12 The selected Contractor shall provide COA with written recommendations on how best to review the responses to proposals in order for the evaluation team to select the most qualified implementation vendor(s).
- 5.2.13 The selected Contractor shall provide information regarding submitted proposals and whether or not respondents meet functional and technical requirements.
- 5.2.14 The selected Contractor shall provide weekly status reports and schedule meetings, as required, to monitor the implementation vendor's quality of workmanship and ability to complete the implementation according to the system plan and implementation schedule.
- 5.2.15 The selected Contractor shall participate during on-site acceptance testing and provide written recommendations to COA in regards to acceptance of the system.
- 5.2.16 The selected Contractor shall provide to the City of Austin's Project Manager for written approval, a detailed review of the implementation vendor's test plan and checklist for system acceptance testing.
- 5.2.17 The selected Contractor shall ensure that all documentation and software has been provided to COA from the implementation vendor in an agreed upon, editable format.

**6. Conditions required of the Contractor:**

- 6.1 The selected Contractor shall be subject to and must pass a fingerprint-based, criminal history background check as prescribed by CTECC.
- 6.2 The selected Contractor shall not be affiliated with implementation vendors or manufacturers of equipment or systems.
- 6.3 The selected Contractor shall provide a Project Manager to oversee and coordinate all activities and contractors to satisfy the successful completion of project. Roles and responsibilities include:
  - 6.3.1 The Project Manager shall maintain the ability of making all managerial decisions on behalf of the Contractor on a day-to-day basis, and shall retain the authority of accepting notices of deduction, inspection reports, payment schedules and any other project-related correspondence.
  - 6.3.2 The Project Manager shall schedule and attend project management meetings, during which time all system related issues are discussed, scheduled, confirmed, and/or resolved.
  - 6.3.3 The Project Manager shall be available during normal business hours (0800 hours to 1700 hours) within two (2) hours by telephone during the term of the Project.
  - 6.3.4 The Project Manager shall be engaged throughout the duration of the Project. If the selected Contractor needs to make any changes to personnel during the Project, the change must be approved by COA in writing.
- 6.4 All plans, design documents and all other documents associated with this engagement shall become and remain the property of COA.
- 6.5 As part of its response, the Contractor shall include the resumes of key personnel proposed to work on this project. If a key personnel change must be made during the Project, the change must be approved by COA in writing.
- 6.6 As part of its response, the Contractor shall include references of clients for the COA project team to contact. These references shall be in similar size and complexity as the City of Austin. In addition, at least some of these references shall be in public safety working for a municipality, or other government function.

	<u>Responsible Party</u>	<u>Performance Milestone Target Date</u>
<b><i>Phase 1 Deliverables</i></b>	<b>Contract Executed</b>	<b>COA/Contractor</b>
<b>Assessment Report</b>	<b>Contractor</b>	<b>Respondent Specifies</b>
<b>Functional &amp; Technical Requirements</b>	<b>Contractor</b>	<b>Respondent Specifies</b>
<b>Video Switch Replacement Plan</b>	<b>Contractor</b>	<b>Target: 6-10 months from award</b>
<b>SOW for Video Switch Replacement Implementation Vendor</b>	<b>Contractor</b>	<b>Target: 6-10 months from award</b>
<b>RFP Response Review</b>	<b>COA/Contractor</b>	<b>Respondent Specifies</b>

<b>Weekly Progress Reports, QA</b>	<b>Contractor</b>	
<b>Video Management System Roadmap (with cost estimates)</b>	<b>Contractor</b>	<b>Target:6-10 months from award</b>
<b>Phase 2 Deliverables*</b>		
<b>Functional and Technical Requirements</b>	<b>Contractor</b>	<b>Respondent Specifies</b>
<b>Video Management System Plan</b>	<b>Contractor</b>	<b>Respondent Specifies</b>
<b>SOW for Video Management System Implementation Vendor</b>	<b>Contractor</b>	<b>Respondent Specifies</b>
<b>RFP Response Review</b>	<b>COA/Contractor</b>	<b>Respondent Specifies</b>
<b>Weekly Progress Reports, QA</b>	<b>Contractor</b>	

**\*Phase 2 will be dependent upon project funding and approval by the City to proceed. Phase 2 cannot be guaranteed.**

**7. City’s Responsibilities: The City of Austin shall**

- 7.1 Coordinate the Contractor with the appropriate resources within the City departments in order to successfully complete the project.
- 7.2 Provide a Project Manager for work sessions, prioritization, coordination, and scheduling with the Contractor’s Project Manager
- 7.3 Provide access to office sites during normal business hours, based on approved Criminal Background Investigation (CBI) and formal badging processes.
- 7.4 Provide available documentation, as requested and/or access to technical resources.
- 7.5 Provide issue identification and risk management.
- 7.6 Provide communication with and between the Contractor and other stakeholders as needed
- 7.7 Provide office space for Contractor project team members or technical staff when onsite, if needed and as available.
- 7.8 Provide facilities for all meetings, work sessions and training classes, including audiovisual equipment.
- 7.9 Participate in acceptance testing of the system.
- 7.10 Participate in requirements-gathering for system design
- 7.11 Participate in training classes provided by the Consultant.
- 7.12 Provide review and approval of milestones, deliverables, status reports and invoices.
- 7.13 Determine if any of the work on the project can be subcontracted for a substantial cost savings.

**8. Location:**

Professional shall provide the services and deliver the deliverables to the following location(s):  
CTECC at 5010 Old Manor Rd. Austin, Texas 78723.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Shen Milsom & Wilke, LLC  
New York, NY United States

Certificate Number:  
2016-120583

Date Filed:  
10/05/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Austin

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

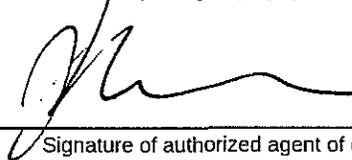
MA 5600 NA170000001  
Technical Consulting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

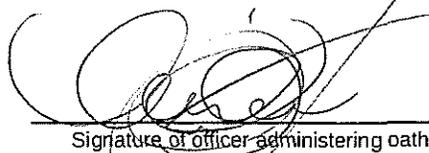
**6 AFFIDAVIT MILDRED RAMOS**  
**Notary Public, State of New York**  
**No. 01RA5060935**  
**Qualified In New York County**  
**Commission Expires October 28, 2018**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said J. Steven Emspak this the 5 day of October, 2016, to certify which, witness my hand and seal of office.

  
Signature of officer administering oath

MILDRED RAMOS  
Printed name of officer administering oath

NOTARY  
Title of officer administering oath

**GOAL DETERMINATION REQUEST FORM**

<b>Buyer Name/Phone</b>	Sai Purcell/974-3058	<b>PM Name/Phone</b>	Brenda Barnard/(512) 974-6517
<b>Sponsor/User Dept.</b>	CTM	<b>Sponsor Name/Phone</b>	Robert Turner/974-0759
<b>Solicitation No</b>	PAX0134	<b>Project Name</b>	Consultant for Video Switch Replacement
<b>Contract Amount</b>	\$180,000.00	<b>Ad Date (if applicable)</b>	Advertisement Date
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – Design Build <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> AD – JOC <input type="checkbox"/> IFB – Construction <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Ratification <input type="checkbox"/> Sole Source*			
<b>Provide Project Description**</b>			
<p>Consultant services for two phases work.</p> <p>Phase 1 - This phase include assessment of the current system and functional and technical requirements development for statement of work that will be used for an RFP of the Video Switch Replacement solution. Contractor act as a subject matter expert throughout the RFP process.</p> <p>Phase 2 - This phase will be based upon the successful completion to Phase I. Date and funding availability for this phase is not know at this time. The Consultant will develop functional and technical requirement development statement of work that will be used for an RFP of the Video Management System solution.</p>			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
First contract of its kind.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
91800 - 100%			
Sai Xoomsai Purcell		5/5/2016	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption  
 \*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	5/5/2016	<b>Date Assigned to BDC</b>	5/6/2016
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			

**GOAL DETERMINATION REQUEST FORM**

<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="checkbox"/> No Goals	

**GOAL DETERMINATION REQUEST FORM**

**This determination is based upon the following:**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

**MBE/WBE/DBE Availability**

The one scope identified has availability- 64 MBE firms and 38 WBE firms

**Subcontracting Opportunities Identified**

There are no subcontracting opportunities.

Jessica Oberembt

**SMBR Staff**

*[Handwritten Signature]*

**Signature/ Date**

*05/06/16*

**SMBR Director or Designee**

*[Handwritten Signature]*

**Date**

*5-10-14*

**Returned to/ Date:**